Supplemento ordinario alla "Gazzetta Ufficiale" n. 180 del 4 agosto 2011 - Serie generale

Spediz. abb. post. - art. 1, comma 1
Legge 27-02-2004, n. 46 - Filiale di Roma

PARTE PRIMA **Roma - Giovedì, 4 agosto 2011** SI PUBBLICA TUTTI I GIORNI NON FESTIVI

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AVVISO AL PUBBLICO

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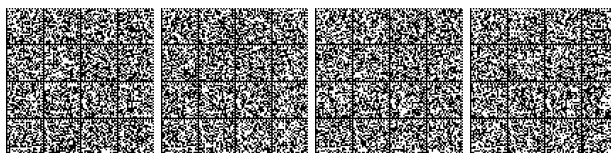
N. 183

MINISTERO DEGLI AFFARI ESTERI

Atti internazionali entrati in vigore per l'Italia non soggetti a legge di autorizzazione alla ratifica (Tabella n. 1) nonché atti internazionali soggetti a legge di autorizzazione alla ratifica o approvati con decreto del Presidente della Repubblica (Tabella n. 2).

S O M M A R I O

MINISTERO DEGLI AFFARI ESTERI

ESTRATTI, SUNTI E COMUNICATI

MINISTERO DEGLI AFFARI ESTERI

Atti internazionali entrati in vigore per l'Italia non soggetti a legge di autorizzazione alla ratifica (Tabella n. 1) nonché atti internazionali soggetti a legge di autorizzazione alla ratifica o approvati con decreto del Presidente della Repubblica (Tabella n. 2).

Atti internazionali entrati in vigore per l'Italia non soggetti a legge di autorizzazione alla ratifica (tabella n. 1) (pubblicazione disposta ai sensi dell'art. 4 della legge n. 839 dell'11 dicembre 1984).

Vengono qui riprodotti i testi originali degli Accordi entrati in vigore per l'Italia entro il 15 giugno 2011 non soggetti a Legge di autorizzazione alla ratifica ai sensi dell'art. 80 della Costituzione e pervenuti al Ministero degli affari esteri entro il 15 giugno 2011. L'elenco di detti Accordi risulta dalla Tabella n. 1.

Eventuali altri Accordi entrati in vigore entro il 15 giugno 2011 i cui testi non sono ancora pervenuti al Ministero degli affari esteri saranno pubblicati nel prossimo Supplemento trimestrale della *Gazzetta Ufficiale*.

Quando tra i testi facenti fede di un Accordo non è contenuto un testo in lingua italiana, viene pubblicato il testo in lingua straniera facente fede ed il testo in lingua italiana, se esistente come testo ufficiale, ovvero, in mancanza, una traduzione non ufficiale in lingua italiana del testo facente fede, se pervenuta.

Per comodità di consultazione è stata altresì predisposta la Tabella n. 2 nella quale sono indicati gli Atti internazionali soggetti a Legge di autorizzazione alla ratifica entrati in vigore per l'Italia recentemente, per i quali non si riproduce il testo, essendo lo stesso già stato pubblicato nella *Gazzetta Ufficiale* (di cui si riportano, per ciascun Accordo, gli estremi).

TABELLA N. 1

ATTI INTERNAZIONALI ENTRATI IN VIGORE PER L'ITALIA ENTRO IL 15 GIUGNO 2011 NON SOGGETTI A LEGGE DI AUTORIZZAZIONE ALLA RATIFICA

	Data, luogo della firma, titolo	**Data di entrata in vigore**
8	26 aprile 2010, Milano Accordo tra il Governo della Repubblica Italiana e il Governo della Federazione Russa sulla cooperazione per la ricostruzione nella città di L'Aquila del Palazzo Ardinghelli e della Chiesa di San Gregorio Magno.	8 ottobre 2010
9	14 aprile 2010, Tunisi Protocollo di Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Tunisina concernente il programma di appoggio al settore privato, con due annessi.	4 novembre 2010
10	26 novembre 2009, Roma Accordo tra il Governo della Repubblica Italiana ed il Governo dello Stato del Kuwait per la costituzione di una commissione congiunta di cooperazione.	8 aprile 2011
11	18 giugno 2009, Beirut Accordo tra il Governo della Repubblica Italiana ed il Governo della Repubblica del Libano per il "Programma di sostegno al decentramento. Fondo di sviluppo locale".	21 aprile 2011
12	26 novembre 2010, Beirut Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Libanese per il miglioramento della qualità dell'olio d'oliva ed azioni di contrasto alla diffusione del citoplasma delle drupacee.	11 maggio 2011
13	3 maggio 2010, Beirut Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Libanese relativo all'iniziativa "Capacity Building in Public Procurement Program".	12 maggio 2011

TABELLA N. 1

14	10 novembre 2010, Addis Abeba Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Federale Democratica di Etiopia per l'implementazione del Programma "Contributo italiano al Programma di sviluppo del settore sanitario (HSDP) 2010-2012"..	19 maggio 2011
15	12 settembre 2000, Roma Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Federale di Nigeria in materia migratoria.	12 giugno 2011

TABELLA N. 2

ATTI INTERNAZIONALI SOGGETTI A LEGGE DI AUTORIZZAZIONE ALLA RATIFICA O APPROVATI CON DECRETO DEL PRESIDENTE DELLA REPUBBLICA RECENTEMENTE ENTRATI IN VIGORE.

	Data, luogo della firma, titolo	**Data di entrata in vigore**
5	27 febbraio 2002, Roma Trattato per l'assistenza giudiziaria in materia penale tra la Repubblica Italiana e la Repubblica del Cile. *Legge n. 93 del 04.06.2010 - G.U. n. 145 del 24/06/2010*	1 maggio 2011 *Comunicato in via di pubblicazione*
6	7 marzo 2007, Roma Convenzione tra il Governo della Repubblica Italiana ed il Governo la Repubblica di Slovenia per la manutenzione del confine di Stato *Legge n. 210 del 19.11.2010 - G.U. n. 290 S.O. del 13/12/2010*	24 maggio 2011 *Comunicato in via di pubblicazione*
7	27 ottobre 1994, Ginevra Trattato sul diritto dei marchi e del Regolamento di esecuzione *Legge n. 102 del 29/03/1999 in G.U. n. 92 S.O. del 21/04/1999*	26 aprile 2011 *Comunicato in G.U. n.117 del 21/05/2011*

8.

Milano, 26 aprile 2010

Accordo tra il Governo della Repubblica italiana e il Governo della Federazione Russa sulla cooperazione per la ricostruzione nella città di L'Aquila del Palazzo Ardinghelli e della Chiesa di San Gregorio Magno

Entrata in vigore l'8 ottobre 2010

ACCORDO

tra

il Governo della Repubblica Italiana

e

il Governo della Federazione Russa

sulla cooperazione per la ricostruzione nella città di L'Aquila del Palazzo Ardinghelli e della Chiesa di San Gregorio Magno, danneggiati in seguito al terremoto del 6 aprile 2009

il Governo della Repubblica Italiana e il Governo della Federazione Russa, denominati in seguito "le Parti",

considerato che in seguito al terremoto avvenuto il 6 aprile 2009 nel territorio della Regione Abruzzo (Repubblica Italiana) il centro storico della città di L'Aquila ha subito danni notevoli,

tenuto conto degli accordi raggiunti nel corso degli incontri al vertice nel 2009 rispetto alla partecipazione della Federazione Russa nella ricostruzione del Palazzo Ardinghelli e della Chiesa di San Gregorio Magno (città di L'Aquila, Repubblica Italiana),

hanno convenuto quanto segue:

Articolo 1

La Parte Russa al fine di assicurare il finanziamento della progettazione e dello svolgimento dei lavori di ristrutturazione del Palazzo Ardinghelli e della Chiesa di San Gregorio Magno assicura un versamento dedicato, pari ad Euro 7.200.000,00 (Euro settemilioniduecentomila), sul conto bancario indicato dal Dipartimento della Protezione Civile della Presidenza del Consiglio dei Ministri della Repubblica Italiana, specificando la causale di pagamento.

Qualora il costo dei lavori di ristrutturazione superi l'ammontare del contributo menzionato nel primo capoverso del presente articolo, la Parte Russa fornisce il finanziamento supplementare per la loro attuazione, l'entità del quale non supererà Euro 1.800.000,00 (Euro un milioneottocentomila).

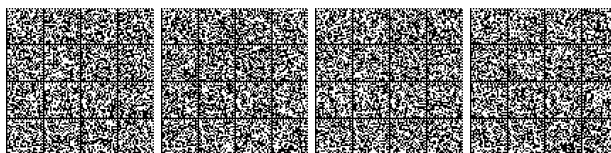
Articolo 2

Le Parti istituiscono su base di parità un Gruppo di lavoro congiunto (di seguito - Gruppo di lavoro) che collabora con il rappresentante autorizzato dalla Parte Italiana sulle questioni di organizzazione e coordinamento della realizzazione dei lavori di progettazione e di riparazione e ricostruzione per il ripristino del Palazzo Ardinghelli e della Chiesa di San Gregorio Magno, nonché per attuare le funzioni amministrative volte ad ottenere le approvazioni e le autorizzazioni necessarie per l'esecuzione dei lavori di riparazione e di ricostruzione in tutte le fasi indicate nell'Articolo 3 del presente Accordo.

Il Gruppo di lavoro esegue altresì verifiche e controlli sull'avanzamento dei lavori di ricostruzione indicati nell'Articolo 3 del presente Accordo e sulla accurata gestione delle risorse finanziarie indicate nell'Articolo 1 del presente Accordo.

Le spese necessarie per il funzionamento del Gruppo di lavoro, incluse le spese di missione ed il pagamento degli esperti, gravano sulle somme menzionate nel primo capoverso dell'Articolo 1 del presente Accordo.

Articolo 3

Le attività di progettazione, di riparazione e di ricostruzione per il ripristino del Palazzo Ardinghelli e della Chiesa di San Gregorio Magno

vengono attuate in conformità con la legislazione vigente nella Repubblica Italiana, secondo le fasi seguenti:

Fase 1 - progettazione preliminare;

Fase 2 - pubblicazione del bando di gara, valutazione delle offerte ed affidamento dei lavori di riparazione e di ricostruzione;

Fase 3 - inizio e termine dei lavori di riparazione e di ricostruzione.

Articolo 4

La Parte Russa, in concertazione con la Parte Italiana, ha il diritto di effettuare operazioni di verifica e controllo in merito all'esecuzione dei lavori di riparazione e ricostruzione ed alla accurata gestione delle risorse finanziarie indicate nell'Articolo 1, con l'aiuto di propri rappresentanti ed esperti. A questo scopo, la Parte Italiana mette a disposizione di questi ultimi tutta la documentazione necessaria.

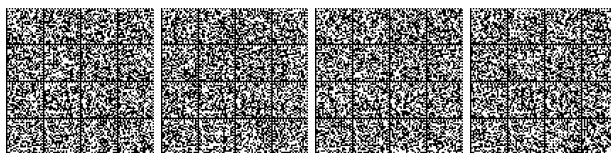
Articolo 5

Le questioni in merito alla ricostruzione del Palazzo Ardinghelli e della Chiesa di San Gregorio Magno non regolate dal presente Accordo sono disciplinate dalla legislazione della Repubblica Italiana.

Articolo 6

Con successivi protocolli le Parti possono di comune accordo apportare modifiche e/o integrazioni al presente Accordo.

Articolo 7

Le controversie e le divergenze che possono insorgere tra le Parti in merito all'attuazione ed interpretazione del presente Accordo vengono risolte con consultazioni e trattative tra le Parti.

Articolo 8

Il presente Accordo entra in vigore a partire dalla data di ricezione dell'ultima notifica scritta, pervenuta attraverso i canali diplomatici, dell'esecuzione da entrambe le Parti delle necessarie procedure interne statali.

Il presente Accordo resterà in vigore fino al completamento dei lavori di riparazione e di ricostruzione previsti dal presente Accordo. La validità del presente Accordo può cessare su richiesta di una delle Parti tramite invio all'altra, attraverso i canali diplomatici, della notifica scritta dell'intenzione di recedere dall'Accordo. In questo caso, la validità del presente Accordo cessa dopo 6 mesi dalla data di ricezione di tale notifica. In caso di anticipato recesso del presente Accordo l'impiego dei finanziamenti non utilizzati, indicati nell'articolo 1, sarà deciso attraverso trattative tra le Parti.

Fatto a MILANO il 26 APRILE 2010 in due originali, ciascuno in lingua italiana e russa, entrambi i testi facenti ugualmente fede.

Per	Per
Il Governo della Repubblica Italiana	Il Governo della Federazione Russa

СОГЛАШЕНИЕ

между Правительством Итальянской Республики и Правительством Российской Федерации о сотрудничестве в восстановлении в г. Аквиле Дворца Ардингелли и Церкви Святого Григория Великого, пострадавших в результате землетрясения 6 апреля 2009 г.

Правительство Итальянской Республики и Правительство Российской Федерации, далее именуемые Сторонами,

принимая во внимание, что в результате землетрясения, произошедшего 6 апреля 2009 г. на территории области Абруццо (Итальянская Республика), нанесен значительный материальный ущерб историческому центру г. Аквилы,

учитывая достигнутые в ходе встреч на высшем уровне в 2009 году договоренности об участии Российской Федерации в восстановлении Дворца Ардингелли и Церкви Святого Григория Великого (г. Аквила, Итальянская Республика),

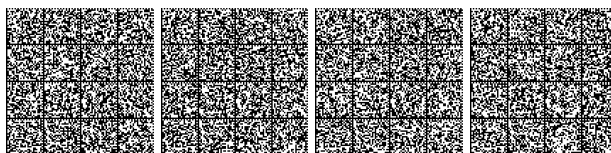
согласились о нижеследующем:

Статья 1

Российская Сторона в целях обеспечения финансирования проектирования и проведения ремонтно-восстановительных работ в отношении Дворца Ардингелли и Церкви Святого Григория Великого обеспечивает перечисление целевого взноса в размере 7200000 (семь миллионов двести тысяч) евро на финансовый счет, определенный Департаментом гражданской защиты Совета Министров Итальянской Республики, с указанием цели платежа.

В случае если стоимость ремонтно-восстановительных работ превысит размер целевого взноса, указанного в абзаце первом настоящей статьи, то Российская Сторона предоставляет дополнительное финансирование для их проведения, объем которого не превышает 1800000 (один миллион восемьсот тысяч) евро.

Статья 2

Стороны образуют на паритетной основе совместную рабочую группу (далее - рабочая группа), которая будет взаимодействовать с уполномоченным Итальянской Стороны по вопросам организации и

координации выполнения проектных и ремонтно-восстановительных работ по восстановлению Дворца Ардингелли и Церкви Святого Григория Великого, а также осуществления административных функций по получению необходимых согласований и разрешений на проведение ремонтно-восстановительных работ на всех этапах, указанных в статье 3 настоящего Соглашения.

Рабочая группа также осуществляет проверку и контроль проведения ремонтно-восстановительных работ, указанных в статье 3 настоящего Соглашения, и целевого использования финансовых средств, указанных в статье 1 настоящего Соглашения.

Расходы, связанные с деятельностью рабочей группы, в том числе затраты на командировки и оплату услуг экспертов, покрываются за счет средств, указанных в абзаце первом статьи 1 настоящего Соглашения.

Статья 3

Проектные и ремонтно-восстановительные работы по восстановлению Дворца Ардингелли и Церкви Святого Григория Великого осуществляются в порядке, предусмотренном законодательством Итальянской Республики, в соответствии со следующими этапами:

этап 1 - предварительное проектирование;

этап 2 - публикация объявления о тендерах, утверждение заявок и заказов на выполнение ремонтно-восстановительных работ;

этап 3 - начало и завершение ремонтно-восстановительных работ.

Статья 4

Российская Сторона по согласованию с Итальянской Стороной вправе осуществлять проверку и контроль хода ремонтно-восстановительных работ и целевого расходования средств, предусмотренных статьей 1 настоящего Соглашения, с привлечением собственных представителей и экспертов, которым Итальянская Сторона предоставляет соответствующую документацию.

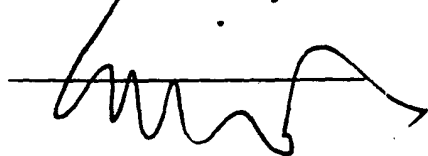
Статья 5

Вопросы, связанные с восстановлением Дворца Ардингелли и Церкви Святого Григория Великого и не урегулированные настоящим Соглашением, регулируются законодательством Итальянской Республики.

Статья 6

По взаимному согласию Сторон в настоящее Соглашение могут быть внесены изменения, которые оформляются отдельными протоколами.

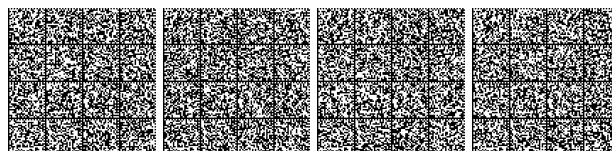
Статья 7

Споры и разногласия, возникающие между Сторонами в связи с реализацией и толкованием настоящего Соглашения, разрешаются путем консультаций и переговоров между Сторонами.

Статья 8

Настоящее Соглашение вступает в силу с даты получения последнего письменного уведомления по дипломатическим каналам о выполнении Сторонами внутригосударственных процедур, необходимых для его вступления в силу.

Настоящее Соглашение действует до завершения предусмотренных им ремонтно-восстановительных работ. Действие настоящего Соглашения может быть прекращено по инициативе любой из Сторон путем направления другой Стороне письменного уведомления по дипломатическим каналам о намерении прекратить его действие. В этом случае действие настоящего Соглашения прекращается по истечении 6 месяцев с даты получения такого уведомления. В случае досрочного прекращения действия настоящего Соглашения судьба неиспользованных денежных средств, указанных в статье 1 настоящего Соглашения, разрешается путем переговоров между Сторонами.

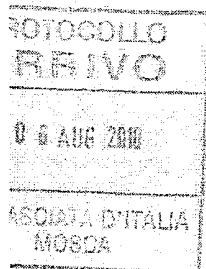
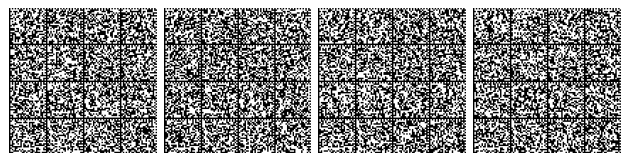
Совершено в Милане "26" апреля 2010 г. в двух экземплярах, каждый на итальянском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство Итальянской Республики	За Правительство Российской Федерации

AMBASCIATA D'ITALIA
MOSCA
visto: Per copia conforme all'originale,
Mosca, il 3 settembre 2010
Il Funzionario Incaricato
Guido De Sanctis
Primo Consigliere

№ 7738 /1едн

Министерство иностранных дел Российской Федерации свидетельствует свое уважение Посольству Итальянской Республики и, ссылаясь на подписанное Соглашение между Правительством Российской Федерации и Правительством Итальянской Республики о сотрудничестве в восстановлении в г.Аквила Дворца Ардингелли и Церкви Святого Григория Великого, пострадавших в результате землетрясения 6 апреля 2009 года, уведомляет итальянскую сторону о завершении российской стороной внутригосударственных процедур, необходимых для вступления в силу указанного Соглашения.

Министерство иностранных дел Российской Федерации остается в ожидании информации относительно завершения соответствующих внутригосударственных процедур итальянской стороной и пользуется случаем, чтобы возобновить Посольству Итальянской Республики в Российской Федерации уверения в своем высоком уважении.

PROTOCOLLO ARRIVO 0 6 AUG 2010 AMBASCIATA D'ITALIA MOSCA

Москва, 05 августа 2010 года

TRADUZIONE

MINISTERO DEGLI AFFARI ESTERI

DELLA FEDERAZIONE RUSSA

7738/ 1

Il Ministero degli Affari Esteri della Federazione Russa presenta i suoi complimenti all'Ambasciata Italiana a Mosca e, con riferimento all'Accordo firmato tra il Governo della Repubblica Italiana ed il Gòverno della Federazione Russa sulla cooperazione in materia di restauro a L'Aquila del Palazzo Ardinghelli e della Chiesa di San Gregorio Magno, danneggiati dal terremoto del 6 aprile 2009, comunica alla Parte italiana l'avvenuta conclusione dalla Parte russa delle procedure interne necessarie per l'entrata in vigore dell'Accordo summenzionato.

Il Ministero degli Affari Esteri della Federazione Russa rimane in attesa delle informazioni circa la conclusione delle relative procedure interne dalla parte italiana e si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Italiana nella Federazione Russa i sensi della sua piu' alta considerazione.

Mosca, 05 agosto 2010

AMBASCIATA D'ITALIA
MOSCA
Visto. Per traduzione conforme all'originale in lingua russa qui allegato con due timbri tondi.
03 SEP 2010
Mosca,
Il Funzionario Incaricato

Guido De Sanctis
Primo Consigliere

Pos. M 111
Prot. 06 OCT 2010 3119

NV 2

AMBASCIATA D'ITALIA

NOTA VERBALE

L'Ambasciata d'Italia presenta i suoi complimenti al Ministero degli Affari Esteri della Federazione Russa – Primo Dipartimento Europeo - ed ha l'onore di informare che la Parte italiana ha completato le procedure interne previste per l'entrata in vigore dell'Accordo tra il Governo della Repubblica Italiana ed il Governo della Federazione Russa sulla collaborazione nella ricostruzione di Palazzo Ardinghelli e la Chiesa di San Gregorio Magno all'Aquila. Per tale ragione, all'Accordo può essere data immediata attuazione.

L'Ambasciata d'Italia si avvale dell'occasione per rinnovare al Ministero degli Esteri della Federazione Russa – Primo Dipartimento Europeo - l'assicurazione della sua più alta considerazione.

AMBASCIATA D'ITALIA
MOSCA

AL MINISTERO DEGLI AFFARI ESTERI
DELLA FEDERAZIONE RUSSA
- PRIMO DIPARTIMENTO EUROPEO
MOSCA

Visto: Per copia conforme all'originale
Mosca, il 21 FEB 2011

Il Funzionario Incaricato

NV 3

traduzione d'ufficio

...egli Affari Esteri
...razione Russa

N. 10305 /1edn

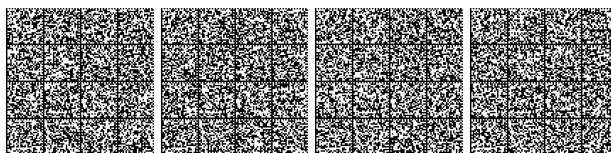
Il Ministero degli Esteri della Federazione Russa presenta i suoi complimenti all'Ambasciata della Repubblica Italiana nella Federazione Russa ed ha l'onore di confermare la ricezione in data 8 ottobre 2010 della nota verbale 3119 del 6 ottobre 2010.

In conformità con l'articolo 8 dell'Accordo tra il Governo della Federazione Russa ed il Governo della Repubblica Italiana sulla collaborazione nella ricostruzione di Palazzo Ardinghelli e della Chiesa di San Gregorio Magno a L'Aquila, danneggiati nel corso del terremoto del 6 aprile 2009, del 26 aprile 2010, e tenendo conto del fatto che la Parte russa ha notificato alla Parte italiana il completamento delle procedure interne relative all'Accordo in questione (nota del Ministero degli Esteri della Federazione Russa n. 7738/1edn del 5 agosto 2010), detto Accordo è entrato in vigore a partire dalla data di ricezione della suddetta Nota dell'Ambasciata, cioè l'8 ottobre 2010.

Il Ministero degli Esteri si avvale dell'occasione per rinnovare all'Ambasciata d'Italia l'assicurazione della sua più alta considerazione.

Mosca, 26 ottobre 2010

AMBASCIATA D'ITALIA
MOSCA

Visto: Per traduzione conforme all'originale in lingua RUSSA qui allegato con due timbri tondi.
Mosca, il 21 FEB 2011
Il Funzionario Incaricato
Guido De S...
Primo Consigliere

9.

Tunisi, 14 aprile 2010

Protocollo di Accordo tra il Governo della Repubblica italiana e il Governo della Repubblica Tunisina concernente il programma di appoggio al settore privato, con due annessi

Entrata in vigore il 4 novembre 2010

Protocole d'accord
entre
le Gouvernement de la République Italienne
et
le Gouvernement de la République Tunisienne
concernant le
« Programme d'appui au secteur privé»

Le Gouvernement de la République Italienne, représenté par le Ministère des Affaires Etrangères – Direction Générale de la Coopération au Développement (MAE-DGCS), et le Gouvernement de la République Tunisienne, représenté par le Ministère des Affaires Etrangères – Direction Générale des Relations Politiques, Economiques et de la Coopération avec l'Europe et l'Union européenne (MAE-DGE), ci-après nommés les « Parties »;

Attendu que

Le Procès Verbal de la VIème Session de la Grande Commission Mixte tuniso-italienne, qui a eu lieu à Tunis les 24-25 octobre 2007, mentionne l'octroi d'un don d'un montant de 35 millions d'Euros, pour un programme de coopération technique bilatérale dans les domaines de la PME, de l'environnement, des ressources humaines, du patrimoine culturel et du socio-sanitaire;

Attendu que

Les travaux du Comité mixte de concertation, prévu par la VIème Session de la Grande Commission Mixte, ont amené les Parties à allouer au Programme d'appui au secteur privé 9 millions d'Euro à titre de don;

Vu

le Protocole de Coopération Technique entre le Gouvernement de la République Tunisienne et le Gouvernement de la République Italienne signé à Tunis le 5 octobre 2001;

Vu

l'approbation par la Partie italienne, le 15 mars 2010 d'un financement de **9.031.647 Euros**, pour le Programme d'appui au secteur privé

Conviennent de ce qui suit:

ARTICLE 1

Objectifs du Protocole

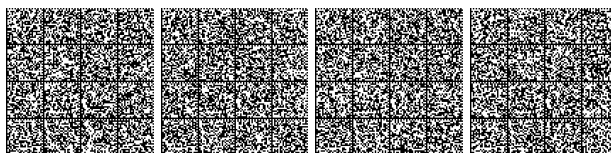
1.1 Le Protocole définit les engagements des Parties et définit les modalités d'exécution, de contrôle et de supervision du Programme d'appui au secteur privé («le Programme »).

1.2 Le Protocole définit les procédures de transfert, de décaissement et d'utilisation des fonds mis à disposition par les MAE-DGCS pour la réalisation du Programme.

ARTICLE 2

Composition du Protocole

2.1 Le Protocole se compose de 14 Articles et 2 Annexes:
-Annexe 1- Lignes guides pour l'exécution du Programme;
-Annexe 2- Critères d'éligibilité et clauses déontologiques s'appliquant aux contrats financés par les MAE-DGCS.

2.2 Les Annexes au Protocole sont partie intégrante du Protocole. En cas de divergences d'interprétation, le texte du Protocole prévaudra sur les Annexes.

ARTICLE 3

Description du Programme

3.1 Le Programme d'appui au secteur privé s'inscrit dans la politique gouvernementale de promotion du secteur privé comme moteur du développement du Pays.

3.2 Le Programme prévoit : i) le renforcement du partenariat institutionnel; ii) l'amélioration des conditions pour l'entreprenariat juvénile et féminin dans les régions à développement prioritaire; iii) le renforcement de la compétitivité des PME existantes; iv) l'amélioration des conditions pour la création des start-up dans des secteurs innovants.

3.3 L'Annexe 1 du présent Protocole fournit une description détaillée du Programme.

ARTICLE 4

Institutions impliquées dans la réalisation du Programme

Les institutions impliquées dans la réalisation du Programme sont les suivantes:

(i) pour le Gouvernement de la République Tunisienne:
- le Ministère des Affaires Etrangères – Direction Générale des Relations Politiques, Economiques et de la Coopération avec l'Europe et l'Union européenne (MAE-DGE), pour les relations institutionnelles;
- le Ministère du Développement et de la Coopération Internationale (MDCI): agence d'exécution;
- le Ministère de l'Industrie, de l'Energie et PME, le Ministère du Commerce et de l'Artisanat, le Ministère de l'Agriculture et des Ressources Hydrauliques, le Ministère des Affaires Sociales, de la Solidarité et des Tunisiens à l'Etranger, le Ministère des Affaires de la Femme de la Famille de l'Enfance et des Personnes Agées, Agences d'exécution déléguées par le MDCI;
- le Ministère des Finances et la Banque Centrale de Tunisie: gestion du don.

(ii) pour le Gouvernement de la République Italienne:
- le Ministère des Affaires Etrangères – Direction Générale de la Coopération au Développement (MAE – DGCS) agence de financement;
- le Bureau de Coopération auprès de l'Ambassade d'Italie à Tunis : supervision et monitorage du Programme.

ARTICLE 5

Gestion et réalisation du Programme

5.1 Le MDCI est l'agence d'exécution du Programme de coopération bilatérale. Il constituera en son sein une Structure de gestion du Programme (SGP) avec son Responsable nommé parmi les fonctionnaires les plus gradés du Ministère.

5.2 Le MDCI- SGP s'assurera que les agences déléguées exécutent les composantes du programme de leur ressort conformément aux dispositions du présent Protocole, en veillant notamment qu'elles : a) élaborent les documents prévus par le Protocole (Plan opérationnel global, Plan opérationnel annuel, Rapport semestriel, ...), b) élaborent les Termes de référence pour le recrutement des consultants de courte durée ; c) gèrent les appels d'offres conformément à la législation tunisienne et à ce qui est prévu par le présent Protocole. A cet effet, le MDCI-SGP bénéficiera d'une Assistance technique italienne qui assurera un support aux agences déléguées dans l'exécution des tâches qui leur sont dévolues par le présent Protocole.

5.3 Les Agences d'exécution déléguées, dont à l'art 4 (i), seront responsables de la bonne exécution des composantes de leur ressort, décrites en Annexe 1, de la gestion des appels d'offre, du suivi de l'exécution, de la tenue comptable et de l'établissement des rapports prévus par le présent Protocole.

5.4 A cet effet, chaque Agence utilisera ses propres structures et ressources humaines et nommera un Responsable.

5.5 Les acquisitions des biens et des services seront gérés conformément à la réglementation tunisienne en vigueur et aux dispositions du présent Protocole et Annexes.

5.6 Les dossiers d'appels d'offres, après l'avis de la compétente commission des marchés et avant leur publication, seront transmis par les agences déléguées, par voie électronique, à l'Ambassade d'Italie pour avis de non-objection qui sera donné dans un délai de 25 jours ouvrables. Les rapports de dépouillement avec propositions d'adjudication provisoire, après l'avis de la compétente commission des marchés et avant l'adjudication définitive, seront transmis, par voie électronique, à l'Ambassade d'Italie pour avis de non-objection qui sera donné dans un délai de 25 jours ouvrables, sans préjudice des délais plus longs éventuellement nécessaires pour l'acquisition de la certification antimafia, lorsque requise.

5.7 Lorsque le Programme établit que les actions seront réalisées en partenariat entre les organismes tunisiens compétents et des organismes homologues italiens de nature publique ou n'ayant pas de but lucratif (Universités et Centres de recherche privés), la sélection des partenaires pourra être effectuée par appel à propositions et une Convention de financement entre l'Agence d'exécution déléguée et l'organisme italien agissant en qualité de chef de file définira les modalités d'exécution de l'initiative et de financement des coûts admissibles. La Structure de gestion du Programme (SGP) proposera pour approbation au Comité de Coordination les procédures uniformes à suivre pour le lancement des appels à proposition et la gestion des Conventions de financement.

5.8 Au cas où les procédures agréées n'étaient pas respectées ou on vérifierait des irrégularités dans le processus d'acquisition, les décisions, les adjudications et les paiements y afférents doivent être considérés nuls selon ce Protocole. Les fonds italiens, éventuellement déjà utilisés, devront être remboursés par le Gouvernement tunisien sur le Compte spécial, selon ce qui est prévu par l'Art. 12. Le Comité de coordination, dont à l'article 9.1, aura la tâche de vérifier l'application correcte des procédures et les éventuelles irrégularités.

ARTICLE 6

Engagements du Gouvernement Italien

6.1 Le Gouvernement de la République Italienne mettra à disposition du Gouvernement de la République Tunisienne un don de **9.031.647 Euros**, pour l'acquisition de services et biens conformément à ce qui est indiqué à l'Annexe 1.

6.2 Le financement sera décaissé par la DGCS en faveur du MDCI, selon les modalités spécifiées à l'Article 8.

ARTICLE 7

Engagements du Gouvernement Tunisien

7.1 Le Gouvernement de la République Tunisienne s'assurera que les institutions tunisiennes impliquées dans la réalisation du Programme respectent les obligations qui dérivent du Protocole, en garantissant, en particulier: i) l'exécution du Programme conformément aux dispositions du Protocole et des Annexes 1 et 2 ; ii) la gestion des appels d'offres et des contrats; iii) la prédisposition des rapports périodiques d'exécution ; iv) l'audit du programme.

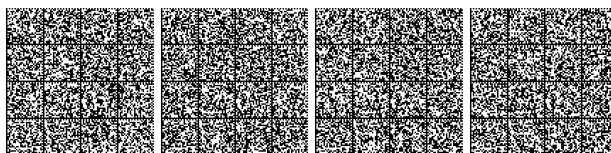
7.2 Le Gouvernement de la République Tunisienne prendra en charge les coûts de fonctionnement des Structures de gestion du Programme auprès des agences d'exécution déléguées, pour un total de 499.500 Euros, selon ce qui est indiqué à l'Annexe 1.

7.3 Les Gouvernement de la République Tunisienne prendra en charge les éventuels droits de douane et taxes, y inclus la TVA, qui, si prévus, ne pourront pas être financés par le don, ainsi que les éventuels intérêts moratoires et frais dérivants d'éventuels contentieux avec les fournisseurs des services et/ou des biens.

7.4 Le Gouvernement de la République Tunisienne consentira au personnel du MAE-DGCS l'accès aux sites du Programme et à la documentation technique et financière relative au Programme pour les activités de monitorage et d'évaluation. A cet effet, il s'engage à garder toute la documentation relative au Programme pour cinq ans après sa conclusion.

ARTICLE 8

Modalités d'utilisation du financement italien

8.1 Le financement italien, d'un montant de **9.031.647 Euros**, sera transféré sur un compte bancaire spécial en Euro auprès de la Banque Centrale de Tunisie au nom du MDCI et intitulé « Programme d'appui au secteur privé» (ci-après nommé le « Compte »).

8.2 Le financement italien sera transféré au Gouvernement Tunisien en 3 tranches : a) la première, d'un montant de **4.000.000 Euros**, sera décaissée après l'entrée en vigueur du protocole d'accord, la constitution de la SGP et la nomination de son responsable et l'ouverture du Compte spécial ; b) la deuxième, d'un montant de **4.000.000 Euros**, sera virée, à la demande du Gouvernement tunisien, après engagement (signature de contrats) de 80% de la première tranche et approbation des Rapports d'activité et financiers concernant les périodes écoulées et présentation de l'audit annuel; c) la troisième, d'un montant de **1.031.647 Euros**, sera virée, à la demande du Gouvernement tunisien, après engagement de 100% des deux tranches précédentes et approbation des rapports concernant les périodes écoulées et présentation de l'audit annuel.

ARTICLE 9

Suivi en phase de réalisation

9.1 L'état d'avancement et la bonne exécution du Programme seront contrôlés par un Comité de Coordination (CC), dont la composition et modalités de fonctionnement sont définies à l'Annexe 1. Le CC aura les tâches suivantes : i) approuver les Plans Opérationnels Globaux et Annuels; ii) vérifier l'application correcte et transparente des procédures d'appel d'offres; iii) approuver les Rapports d'activité et financiers Semestriels et Annuels; iv) approuver les modifications de budget de son ressort.

9.2 Le Compte sera mouvementé par le titulaire du compte pour le financement des activités prévues par les Plans Opérationnels, approuvés par le Comité de Coordination, selon la procédure décrite dans l'Annexe 1.

9.3 Le MAE-DGCS supervisera le déroulement du Programme et l'utilisation correcte, efficiente et efficace des fonds. Les activités de contrôle seront effectuées soit à Rome, au siège, soit localement, par le MAE-DGCS, à travers des missions ad hoc, et par l'Ambassade d'Italie à Tunis – Bureau de Coopération.

9.4 Le Programme sera annuellement soumis à révision comptable et de procédure. La révision sera effectuée par le Gouvernement tunisien à travers le Contrôle Général des Finances relevant du Ministère des Finances

9.5 Le Programme sera soumis à une revue conjointe de mi-parcours et, à son achèvement, à Evaluation finale conjointe, chacune des deux parties prenant en charge un expert.

ARTICLE 10

Empêchements et causes de force majeure

10.1 En cas de conflit armé, de catastrophes naturelles, de conflits ou perturbations de l'ordre public qui rendent impossible la réalisation du Programme ou qui constituent cause de danger pour l'intégrité et la sécurité du personnel expatrié, on suivra la procédure suivante:

(i) Au cas où la durée de l'empêchement à l'exécution du projet serait inférieure à six mois, l'utilisation des fonds prévus pour l'exécution des activités prévues sera suspendue. La réactivation du Programme aura lieu dès la cessation de l'empêchement avec simple mise à jour du Plan opérationnel annuel de référence approuvé par le CC;

(ii) Au cas où la durée de l'empêchement à l'exécution du projet soit supérieure à six mois et inférieur à douze mois, les Parties examineront la possibilité de reprogrammer les activités sur la base d'un Plan opérationnel global mis à jour et approuvé par le CC;

(iii) Au cas où la durée de l'empêchement à l'exécution du projet serait supérieure à douze mois, les Parties se consulteront sur l'utilisation des fonds résiduels.

ARTICLE 11

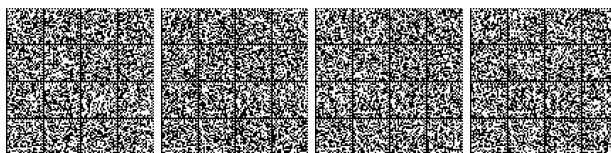
Solution des controverses

11.1 Les controverses qui dérivent de l'interprétation ou de l'application du Protocole seront résolues par les voies diplomatiques.

ARTICLE 12

Dénonciation du Protocole

12.1 Les Parties se réservent le droit de dénonciation du Protocole dans les cas suivants:

(i) Faute grave de l'une des Parties, tels que: (i) retards prolongés et non motivés dans la réalisation du Programme; (ii) non-mise à disposition des ressources matérielles ou financières dont aux Articles 6 e

7 du Protocole; (iii) utilisation du financement italien pour des activités différentes de celles spécifiées dans le Protocole; (iv) existence d'irrégularités graves dans la gestion du financement italien, vérifiées au cours des contrôles dont à l'Article 9 du Protocole;

(ii) Evénements qui empêchent la réalisation du Programme.

12.2 Dans le cas d'utilisation irrégulière ou non conforme au présent Protocole du financement, ou dans le cas de dépenses qui ne soient pas validées par une documentation suffisante, le Gouvernement tunisien s'engage à reverser sur le Compte un montant équivalent aux dépenses faites d'une manière irrégulière ou insuffisamment documentées. Ces fonds seront utilisés pour les mêmes finalités prévues au présent Protocole

12.3 La dénonciation entre en application six mois après la communication à l'autre Partie de la dénonciation par voie de Note Verbale demeurée sans suite.

ARTICLE 13

Amendements

13.1 Les amendements au Protocole seront adoptés par échanges de Notes Verbales conformément aux procédures requises par les législations des Parties.

ARTICLE 14

Mise en vigueur et durée

14.1 Le Protocole entre en vigueur à la date de réception de la dernière des notifications par lesquelles chacune des Parties aura communiqué à l'autre l'achèvement des procédures requises par les législations nationales respectives.

14.2 Le Protocole aura une validité de quarante huit (48) mois à partir de sa mise en vigueur. Au cas où à l'échéance des 48 mois les activités du Programme ne seraient pas achevées, les Parties pourront s'accorder pour une extension de la validité du Protocole exclusivement pour l'utilisation du financement approuvé. Au cas où à l'achèvement du projet des ressources devaient être encore disponibles, les deux Gouvernement décideront conjointement sur leur utilisation.

En foi de quoi, les soussignés Représentants, dûment autorisés par leurs Gouvernements respectifs, ont signé le Protocole d'accord.

Fait à Tunis, le 14 Avril 2010 en deux (2) originaux en langue française.

Pour le Gouvernement de la République Italienne

Stefania Craxi

Secrétaire d'Etat aux Affaires Etrangères

Pour le Gouvernement de la République Tunisienne

Secrétaire d'Etat aux Affaires Etrangères

REPUBLIQUE TUNISIENNE

Ministère des Affaires Etrangères

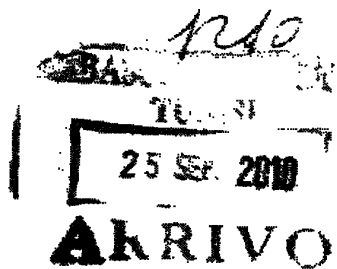
Direction des Affaires Juridiques

N° 1529

Le Ministère des Affaires Etrangères de la République Tunisienne présente ses compliments à l'Ambassade de la République Italienne à Tunis, et a l'honneur de porter à Sa connaissance que la Partie Tunisienne a accompli les procédures de ratification relatives au Protocole d'Accord concernant le « Programme d'Appui au Secteur Privé », conclu à Tunis le 14 avril 2010 entre le Gouvernement de la République Tunisienne et le Gouvernement de la République Italienne, et ce en vertu du décret n° 2010-2236 du 14/09/2010.

Le Ministère saurait gré à l'Ambassade de bien vouloir lui faire part de l'état d'avancement de l'accomplissement de ces formalités pour l'entrée en vigueur dudit Protocole d'Accord.

Le Ministère des Affaires Etrangères de la République Tunisienne saisit cette occasion pour renouveler à l'Ambassade de la République Italienne les assurances de sa haute considération.

Ambassade de la République Italienne
- TUNIS -

TORNI
UFFICIO COOPERAZIONE

AMBASCIATA D'ITALIA

4084

Note Verbale

L'Ambassade d'Italie présente ses compliments au Ministère des Affaires Etrangères et, suite à Sa Note Verbale n°1528 du 23 septembre 2010, a l'honneur de porter à Sa connaissance que la Partie Italienne a accompli les procédures de ratification relatives au Protocole d'Accord concernant le « Programme d'appui au secteur privé », conclu à Tunis le 14 avril 2010, entre le Gouvernement de la République Tunisienne et le Gouvernement de la République Italienne.

Conformément à l'article 14.1 dudit Protocole, ce dernier entrera en vigueur à la date de réception de la dernière des notifications par lesquelles chacune des Parties aura communiqué à l'autre l'achèvement des procédures requises par les législations nationales respectives.

A cet égard, l'Ambassade d'Italie saurait grée au Ministère des Affaires Etrangères de bien vouloir accuser réception de la présente Note et notifier la date d'entrée en vigueur dudit Protocole d'Accord.

L'Ambassade d'Italie saisit cette occasion pour renouveler au Ministère des Affaires Etrangères l'assurance de sa haute considération.

Tunis, le - 4 NOV 2010

MINISTERE DES AFFAIRES ETRANGERES
TUNIS

REPUBLIQUE TUNISIENNE

***

Ministère des Affaires Etrangères

***

Direction des Affaires Juridiques

1219

Le Ministère des Affaires Etrangères de la République Tunisienne présente ses compliments à l'Ambassade d'Italie à Tunis, et se referant à Sa Note n° 4084 en date du 4/11/2010, a l'honneur de porter à Sa connaissance que le Protocole d'Accord concernant le « Programme d'Appui au Secteur Privé », conclu à Tunis le 14/4/2010, entre le Gouvernement de la République Tunisienne et le Gouvernement de la République Italienne, est entré en vigueur le 4/11/2010 Conformément à son article 14.

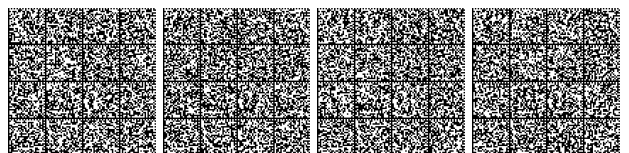
Le Ministère des Affaires Etrangères de la République Tunisienne saisit cette occasion pour renouveler à l'Ambassade d'Italie à Tunis les assurances de sa haute considération.

AMBASSADE D'ITALIE
– TUNIS –

10.

Roma, 26 novembre 2009

Accordo tra il Governo della Repubblica italiana ed il Governo dello Stato del Kuwait per la costituzione di una commissione congiunta di cooperazione

Entrata in vigore l'8 aprile 2011

Ambasciata d'Italia
Kuwait

0313

NOTA VERBALE

L'Ambasciata d'Italia presenta i suoi complimenti al Ministero degli Affari Esteri dello Stato del Kuwait e, in relazione all'ACCORDO PER LA COSTITUZIONE DI UNA COMMISSIONE CONGIUNTA DI COOPERAZIONE tra i due Stati sottoscritto a Roma il 26.11.2009, nonchè alla Nota Verbale n. Rif. 17/010 NV ss del 23.02.2010 inviata dall'Ambasciata dello Stato del Kuwait a Roma al Ministero degli Affari Esteri della Repubblica italiana, ha l'onore di informare che il Presidente della Repubblica italiana ha firmato, in data 26 gennaio 2010, il documento di intesa, e che da parte italiana, sono state completate tutte le procedure richieste dall'ordinamento interno ai fini della entrata in vigore dello stesso accordo.

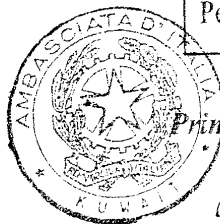
Pertanto si resta in attesa della Nota Verbale che le autorità kuwaitiane vorranno inviare a questa Rappresentanza per comunicare la ricezione della presente e indicare la data di entrata in vigore dell'Accordo.

L'Ambasciata d'Italia coglie l'occasione per esprimere alle Autorità dello Stato del Kuwait i sensi della sua più alta considerazione.

AMBASCIATA D'ITALIA – REPUBBLICA ITALIANA – KUWAIT

Ministero Affari Esteri
Dipartimento Legale
Dipartimento Europa(Desk Italia)
Stato del Kuwait

Ambasciata d'Italia - Al Kuwait
Per copia conforme all'originale

AMBASCIATA D'ITALIA – KUWAIT

Tarek Chazli
Primo Segretario Commerciale

بسم الله الرحمن الرحيم

Embassy of the State of Kuwait
Roma

سفارة دولـــة الكـــويت
رومـــا

N° Rif 17/010 NV ss

Roma, 23/02/2010

NOTA VERBALE

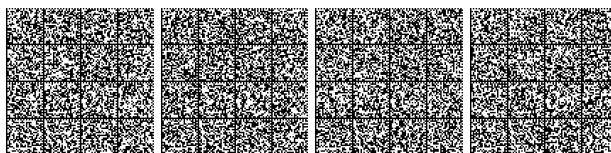
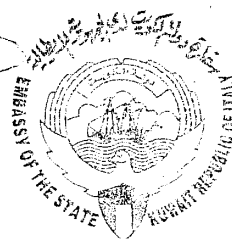
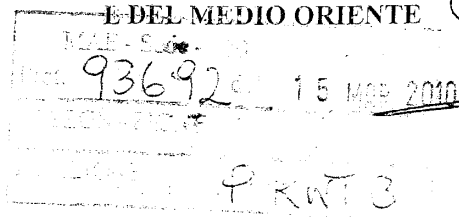
L'Ambasciata dello Stato del Kuwait presenta i suoi complimenti al Ministero degli Affari Esteri Italiano e in merito all'Accordo di istituire una commissione bilaterale per la cooperazione tra lo Stato del Kuwait e la Repubblica Italiana, sottoscritto a Roma il 26/11/2009, ha l'onore di comunicare che è stato emanato il decreto n° 25 dell'anno 2010 che approva l'accordo di cui sopra.

L'articolo n° 6 del suddetto Accordo dispone che: "Il presente Accordo entra in vigore dalla data dell'ultima notifica in cui una delle parti comunica all'altra per iscritto, tramite i canali diplomatici di aver completato le procedure costituzionali necessarie per l'entrata in vigore del suddetto Accordo".

Lo Stato del Kuwait, non avendo ricevuto fino alla data odierna, una comunicazione in merito da parte delle autorità competenti della Repubblica italiana, considera la presente come prima comunicazione di ratifica dell'Accordo di cui sopra e resta in attesa di una seconda comunicazione di ratifica da parte delle autorità Italiane.

Si prega di voler cortesemente informare gli organi italiani competenti al fine di prenderne visione.

la scrivente rimane in attesa di un vostro cortese cenno di riscontro.

L'Ambasciata dello Stato del Kuwait si avvale dell'occasione per rinnovare al Ministero degli Affari Esteri Italiano i sensi della sua più alta considerazione.

Ministry of Foreign Affairs
Legal Department

وزارة الخـــــارجيـــة
الإدارة القـــانـونيـة

8/11389
2010-04-19

تـهـدي وزارة الـخـارجيـة أطيـب تـحيـاتـهـا إلـى سـفـارة الجـمـهـوريـة الإيطالية لـدى دولـة الـكـويـت ،،،

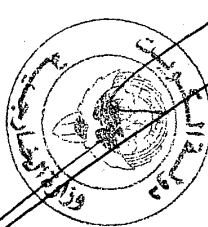
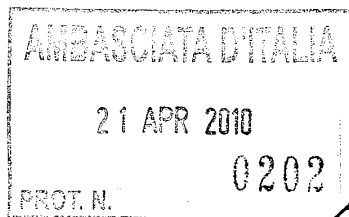
بالإشـارة إلـى اتفاقيـة إنشاء لجنـة مشتركة للتعاون بين حكومـة دولـة الكويت وحكومة الجمهورية الإيطالية والموقعة بتاريخ ٢٠٠٩/١١/٢٦ في مدينة روما .

تود الوزارة الإفادة بأن الاتفاقية المذكورة أعلاه قد دخلت حيز النفاذ بتاريخ ٢٠١٠/٤/٨ وهو تاريخ إخطار الجمهورية الإيطالية بالتصديق (وهو الإشعار الثاني) وفقاً للمادة ٢٩ من الاتفاقية المذكورة أعلاه .

وعليه ترغب الوزارة من السفارة مخاطبة الجهات الإيطالية المختصة بهذا الخصوص وذلك للعلم

تنتهز وزارة الخارجية هذه المناسبة لتعرب للسفارة الموقرة عن فائق تقديرها احترمها ،،،

Ministero degli Affari Esteri (Dipartimento Legale) Data: 19/4/2010 – Prot. n. 8/11389

In riferimento all'**Accordo per la Costituzione di un Comitato Congiunto per la Cooperazione** fra il Governo dello Stato del Kuwait ed il Governo della Repubblica Italiana, **firmato a Roma il 26/11/2009**, il Ministero ha l'onore di informare che il predetto Accordo **e' entrato in vigore in data 8/4/2010**, data di notifica, da parte della Repubblica Italiana, che l'Accordo e' stato ratificato (ed e' la seconda notifica) in base all'Art. 29 dell'Accordo. Si prega, pertanto, di **comunicarlo alle Autorita' Italiane competenti**.

- نسخة / للإدارة القانونية
- نسخة / لإدارة أوروبا "للعلم"
- ل.ب
- ٢٠١٠/٤/١٨

ACCORDO PER LA COSTITUZIONE DI UNA COMMISSIONE CONGIUNTA DI COOPERAZIONE TRA IL GOVERNO DELLA REPUBBLICA ITALIANA E TRA IL GOVERNO DELLO STATO DEL KUWAIT

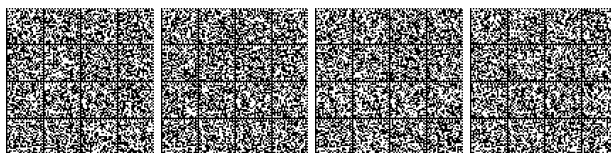
ɜoverno della Repubblica Italiana ed il Governo dello Stato del Kuwait, ɔresentati dai due Ministri degli Esteri, (di seguito denominati "le Parti .traenti ")

iderosi di promuovere relazioni di amicizia e di cooperazione tra i rispettivi ɜi in vari settori;

ɪno convenuto quanto segue:

Articolo 1

Parti istituiscono una Commissione Congiunta di seguito denominata "La nmissione" per dare impulso alle relazioni bilaterali. Alla Commissione .nno affidati i seguenti compiti:

- Tenere consultazioni bilaterali e coordinarsi sulle questioni di carattere politico di comune interesse.
- Promuovere la cooperazione nel campo economico, commerciale, degli investimenti, finanziario e negli altri settori connessi;
- Promuovere la cooperazione in campo culturale, scientifico e delle tecnologie informatiche;
- Promuovere la cooperazione tra le Parti nel campo della salute e dell'assistenza sociale;
- Promuovere l'applicazione di accordi e di programmi di cooperazione conclusi tra le Parti.

Articolo 2

La Commissione sarà presieduta dai rispettivi Ministri degli Esteri o dai loro Rappresentanti. Alle riunioni della Commissione partecipano i Ministri o i Direttori Generali di entrambi i Ministeri e gli Esperti nelle materie di cooperazione oggetto di volta in volta di discussione.

Articolo 3

La Commissione tiene le proprie riunioni una volta ogni due anni, a turno nella capitale di ciascun Paese. Le Parti fissano la data di ciascuna riunione attraverso i canali diplomatici:

Articolo 4

1. La Commissione istituisce un gruppo di lavoro che predispone, coordina e segue gli esiti della Commissione. Le riunioni del gruppo di lavoro precedono le riunioni della Commissione e si svolgono nella stessa capitale.

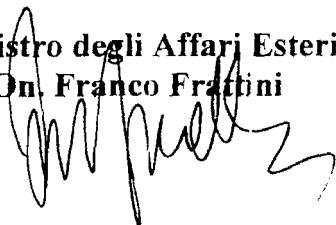
2. Il gruppo di lavoro si riunirà alternativamente sotto la presidenza di uno degli alti funzionari dei due Ministeri degli Esteri.

3. Un alto funzionario del Ministero degli Affari Esteri di ciascuna Parte, guida la delegazione del proprio Paese nella riunione del gruppo di lavoro . Questa delegazione include rappresentanti delle autorità competenti nelle materie di cui discutere nel corso delle riunioni e ricomprese all'ordine del giorno.

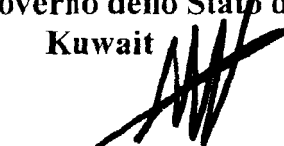
4. Il Gruppo di lavoro può comprendere tra i suoi componenti uomini d'affari, membri delle Camera di Commercio e dell'Industria di entrambi i Paesi.

5. Il gruppo di lavoro ha il compito di seguire l'attuazione delle decisioni precedentemente concordate dalla Commissione e presenta a quest'ultima una relazione congiunta.

Articolo 5

Ciascuna Parte può richiedere consultazioni bilaterali per modificare ed emendare il presente Accordo attraverso i canali diplomatici, qualsiasi modifica entra in vigore mediante le procedure previste nell'articolo 6.

Articolo 6

1. Il presente Accordo è in vigore per cinque anni dalla data di ricezione dell'ultima delle due notifiche con cui le due Parti comunicano ufficialmente il completamento delle rispettive procedure interne.
2. Il presente Accordo è in vigore fino a che una delle Parti non comunichi all'altra l'intenzione di recedere. In questo caso l'Accordo cessa i suoi effetti sei mesi dopo la notifica all'altra Parte

Fatto a Roma il 26 Novembre 2009, in due originali ciascuno nelle lingue italiana, araba e inglese, tutti i testi facendo egualmente fede. In caso di divergenza fra i testi, prevarrà il testo in lingua inglese.

Per il Governo della Repubblica Italiana

Ministro degli Affari Esteri
On. Franco Frattini

Per il Governo dello Stato del Kuwait

Vice Primo Ministro e Ministro degli Esteri
Dr. Mohammed Sabah Al- Salem Al- Sabah

AGREEMENT

ESTABLISHING A JOINT COMMITTEE FOR

COOPERATION BETWEEN

THE GOVERNMENT OF THE ITALIAN REPUBLIC

AND

THE GOVERNMENT OF THE STATE OF KUWAIT

The Government of the Italian Republic and the Government of the State of Kuwait, represented by the two Ministers of Foreign Affairs (hereinafter referred to as the "Contracting Parties"),

Desiring to promote relationships of friendship and cooperation between their Countries in various fields,

Have agreed on the following :

Article - 1

The Parties shall establish a Joint Committee hereinafter referred to as the "Committee", to develop bilateral relationships between them. It shall be entrusted with the following tasks;

1. To hold consultations and to coordinate political matters of common interest.
2. To promote cooperation in the fields of economy, commerce, investment, finance and other related fields.
3. To promote cooperation in the fields of culture, science and information technologies.
4. To promote cooperation between the Parties in the fields of health and social service.
5. To promote the implementation of the agreements and cooperation programs concluded between the Parties.

Article - 2

The Committee shall be chaired by the Foreign Ministers of the Parties or their representatives. The sessions of the Committee shall be attended by Ministers or Directors of both Ministries and Experts in the subjects of cooperation that the Committee undertakes to discuss each time.

Article- 4

1- The Committee shall set up a working group which shall prepare, coordinate, and follow-up the session of the Committee. The sessions of the working group shall precede the sessions of the Committee and shall be held in the same capital.
2- The working group will meet alternatively under the chairmanship of one of the senior officials of the two Foreign Ministries.
3- A senior official from the Foreign Ministry of each Party shall lead his country's delegation to the meeting of the working group. Such delegation shall include representatives from the competent authorities in the subjects to be discussed at the meetings and included in the agenda.
4- The working group may include among its members businessmen, members of Chambers of commerce and industry of both countries.
5- The working group shall follow-up the implementation of what has been agreed upon previously and submits a joint report to the Committee

Article- 5

Any of the Parties may request to have bilateral consultations in order to add or change this Agreement through the usual diplomatic channels, and any modification will enter into force through the procedures provided in article (6).

Article- 6

1. This Agreement shall enter into force on the date of the receipt of the last of the two notifications by which the two Parties shall formally have communicated each other that their respective internal procedures have been completed.
2. This Agreement shall remain into force until any of the Party communicates to the other its will to terminate the Agreement. In such event, the Agreement shall cease to have effect 6 months after the notification to the other Party.

Done in Rome on November 26th 2009, in Arabic, Italian and English languages, all text being equally authentic. In case of any divergence of interpretation the English text will prevail.

FOR THE GOVERNMENT OF THE ITALIAN REPUBLIC	**FOR THE GOVERNMENT OF THE STATE OF KUWAIT**
Minister of Foreign Affairs Hon. Franco Frattini	**Deputy Prime Minister & Minister of Foreign Affairs Dr. Mohammed Sabah Al- Salem Al- Sabah**

11.

Beirut, 18 giugno 2009

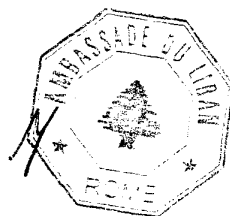
Accordo tra il Governo della Repubblica italiana ed il Governo della Repubblica del Libano per il «Programma di sostegno al decentramento. Fondo di sviluppo locale»

Entrata in vigore il 21 aprile 2011

N. 72 /9

L'Ambasciata del Libano presenta i suoi complimenti al Ministero degli Affari Esteri ed in riferimento all'Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Libanese relativo al programma di sostegno al decentramento, " Fondo per lo sviluppo locale " firmato il a Beirut il 29 ottobre 2009 ha l'onore di comunicare che la Nota Verbale n. 6511/106543 del 12 Aprile 2011, è stata ricevuta il 21 aprile 2011.

L'Ambasciata del Libano coglie l'occasione per rinnovare al Ministero degli Affari Esteri i sensi della sua più alta considerazione.

Roma, li 26/4/2011

DIREZIONE GENERALE COOPERAZIONE ALLO SVILUPPO
12 MAG. 2011
IN ARRIVO

Direzione generale Cooperazione allo Sviluppo
Ministero degli Affari Esteri
Farnesina
ROMA

Per copia conforme

Ministero degli Affari Esteri

6511/106543

NOTA VERBALE

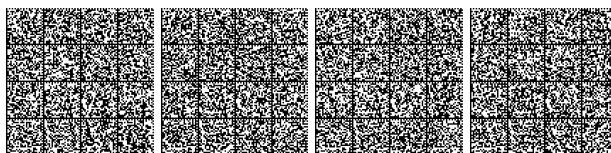
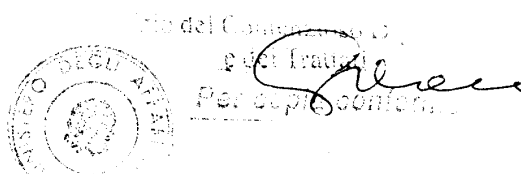
Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Libanese ed ha l'onore di riferirsi all'Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Libanese relativo al programma di sostegno al decentramento, "Fondo per lo sviluppo locale", firmato a Beirut il 29 ottobre 2009.

Il Ministero degli Affari Esteri ha l'onore di notificare con la presente, ai sensi dell'articolo 13 dell'Atto internazionale sopra citato, che da parte italiana sono state portate a termine le procedure richieste dall'ordinamento interno per l'entrata in vigore dell'Accordo stesso. Poiché il Governo della Repubblica Libanese ha già provveduto ad effettuare analoga notifica mediante la Nota n. 2926/SM del 2 dicembre 2009 del Ministero degli Interni e delle Municipalità, l'Accordo entrerà in vigore, conformemente a detto articolo 13, alla data di ricevimento della presente notifica.

Il Ministero degli Affari Esteri, nel restare in attesa di una comunicazione recante la data di entrata in vigore dell'Accordo, si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Libanese gli atti della sua più alta considerazione.

MINISTERO DEGLI AFFARI ESTERI

Roma,

All'Ambasciata
della Repubblica Libanese
Via Giacomo Carissimi, 38
00198 ROMA

Republic of Lebanon
Ministry of Interior and Municipalities
The Minister

Azchu
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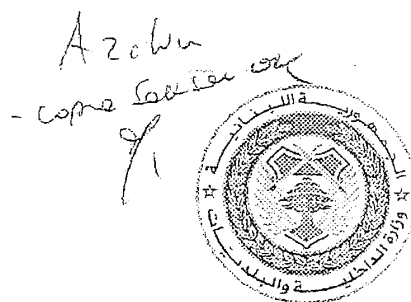

Nº 2926/SM

Beirut, December 2nd 2009

H.E.M Gabriele Checchia

Ambassador of Italy

Subject: Approval of the MOU signed between the Government of Lebanon and the Government of Italy regarding providing "Support to Local Development"

Your Excellency,

Reference is made to the Memorandum of Agreement (MOU) that was signed between the Government of Lebanon (represented by the Ministry of Interior and Municipalities) and the Government of Italy (represented by the Embassy of Italy) for "Providing Support to Local Development", of an overall contribution of 650.000 Euros.

In this respect, I would like to inform you that the above-mentioned MOU has been endorsed by the Lebanese Government, Decree no. 2835, dated 14 November 2009 (copy of the Decree attached herewith).

Therefore, this Agreement shall enter into force as of the date of this present notification (Ref. Art. 13 of the MOU "Entry into force and duration": receipt of the second notification of the internal procedures by each Party).

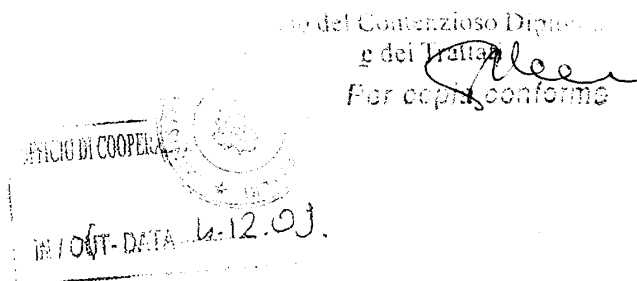
I remain,

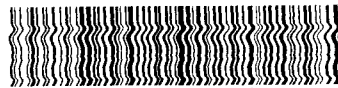
Sincerely Yours,

Ziyad Baroud

Minister of Interior and Municipalities

...del Contenzioso Diplomatico e dei Trattati
Per copia conforme

...FFICIO DI COOPERAZIONE
IN / OUT - DATA 4.12.09.

Copy: Mr. Fabio Melloni, Director General of the Italian Development Cooperation Office.

GABI - Ufficio legislativo

Protocollo	MAE00571502011-02-24
Data	24 FEBBRAIO 2011
Classifica	NON CLASSIFICATO
Urgenza	*ORDINARIO*
TUM	A/504/1/13

APPUNTO

Per *CONT - UFFICIO I*

e p.c. DGCS - UFFICIO III

Oggetto ACCORDO TRA IL GOVERNO DELLA REPUBBLICA ITALIANA E IL GOVERNO DELLA REPUBBLICA DEL LIBANO CONCERNENTE IL SOSTEGNO AL DECENTRAMENTO.

Riferimento			
Redazione	MANUEL.SANTORO		
Firma	MARCO.LIPARI	Funzione	
Allegati		NOTA	NO

Sintesi

Testo

In merito a quanto richiesto con l'Appunto in riferimento, con cui codesta Unità ha proposto, per il recepimento sul piano interno dell'Atto in oggetto, la ratifica del Capo dello Stato senza provvedimenti normativi interni, verificato il contenuto dell'Atto internazionale, si concorda con tale proposta e si restuisce l'Atto per gli ulteriori seguiti di competenza.

AGREEMENT

Between

THE GOVERNMENT OF THE ITALIAN REPUBLIC
Represented by the Embassy of Italy

And

THE GOVERNMENT OF THE LEBANESE REPUBLIC
Represented by the Ministry of Interior and Municipalities

Concerning

SUPPORT TO LOCAL DEVELOPMENT

The Italian Government and the Lebanese Government, hereinafter referred as to the "Parties",

CONSIDERING the Development Cooperation Agreement between the two Parties, signed on June the 24th, 2002;

WHEREAS the Italian Government has committed to support Lebanon in the framework of the recovery, reconstruction and reform process and through bilateral agreements signed in November 2006, November 2007, October 2008 whereby new funds were allocated;

WHEREAS the Lebanese Ministry of Interior and Municipalities has called for the technical assistance of the Italian Embassy - Development Cooperation Office in the implementation of activities related to local development, decentralized management, and combating forest fires (letter Ref. 998/S.M., signed by H.E. the Minister Ziyad Baroud, dated 8 November 2008);

WHEREAS discussions have taken place between representatives of both Parties on possible ways to support local development policy in Lebanon, and priority issues were identified;

WHEREAS the Italian Embassy in Beirut has been assigned the role of coordinating the Secretariat of a thematic Donors group on "Local Development and Environment" in the framework the "EU Code of Conduct on the Division of Labour in Development Policy" (Letter Ref. 1341-08, dated 23 September 2008, signed by H.E. the Head of EC Delegation, Patrick Laurent);

Republic of Lebanon — Ministry of Interior and Municipalities —

1

WHEREAS the Government of the Italian Republic agrees to contribute funds to the Lebanese Ministry of Interior and Municipalities for the implementation of the project "Support to Local Development" as described in annex 1;

WHEREAS the Lebanese Ministry of Interior and Municipalities is prepared to receive and administer the contribution for the implementation of the project;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

1. "Parties" means the Government of the Lebanese Republic and the Government of the Italian Republic
2. "Donor" means the Government of the Italian Republic
3. "Ministry" means the Lebanese Ministry of Interior and Municipalities
4. "Project" means the Project on "Support to Local Development"
5. "BOL" means the Bank of Lebanon (Banque du Liban)
6. "Agreement" means the present Agreement between the Government of the Italian Republic and the Government of the Lebanese Republic.
7. "GOP" means the General Operation Plan.

ARTICLE 2
OBJECTIVE

The Parties wish to jointly collaborate towards supporting the local development process in Lebanon. The present Agreement aims to establish a joint framework for cooperation to actively contribute to the formulation and implementation of policies, strategies and projects fostering local development and improving the effectiveness of local governance and decentralized management.

ARTICLE 3
PROJECT CONTEXT

The Project "Support to Local Development', mentioned in the preamble and described in annex 1 as per above, shall improve the municipal management capacities and the delivery of municipal services in the economic, social, environmental as well other fields falling

Republic of Lebanon — Ministry of ... Municipalities —

2

within the mandates of local authorities. More specifically, the Donor shall provide support to the Municipalities and Unions of Municipalities through the Ministry pursuant to annex 1.

ARTICLE 4
ROLE & CONTRIBUTION FROM THE MINISTRY

The Ministry undertakes to contribute through:

1. Designating a Project Coordinator selected from the staff of the Directorate General of Municipalities, to manage the Project activities mentioned in Article 3. The Coordinator shall benefit from the technical support made available by the Donor as part of the Project activities.
2. Providing the necessary premises, facilities and logistics to host the Project.
3. Facilitating, where needed, meetings and other arrangements touching upon the Donor's activities and coordination role in the relevant fields.
4. Keeping all documentations/records pertaining to the support mentioned here-above for a minimum of three years after the completion of the Project for auditing purposes carried out by the Donor.

ARTICLE 5
THE CONTRIBUTION

1. (a) Upon signature and entry into force of this Agreement, the Donor shall, in accordance with the schedule of payments set out below, contribute to the Ministry the equivalent amount in US$ of Euro 650,000.00 (six hundred and fifty thousand Euros), according to the exchange rate established by BOL at the day of transfer of the funds. The contribution shall be deposited in the bank account communicated by the Ministry to the Donor:

ADDRESS:

(b) The Ministry shall communicate to the Donor the Bank details and address, once the Agreement is signed.

(c) The Donor shall inform the Ministry in a written form when the contribution is paid.

(d) The contribution shall be exclusively used for the Project.

2.. All financial accounts and statements shall be expressed in United States Dollars.

ARTICLE 6
UTILIZATION OF THE CONTRIBUTION

1. The fulfillment of the responsibilities required from the Ministry of Interior and Municipalities pursuant to this Agreement and the annexed project document shall be dependent on receipt by the Ministry of the contribution in accordance with the schedule of payment as set out in Article 5, paragraph 1, above.

3

2. If unforeseen increases in expenditures or commitments are expected or occur during the project implementation (whether owing to inflationary factors or unforeseen contingencies), the Ministry shall promptly submit to the Donor a supplementary estimate showing in detail the nature and amount of these additional requirements and consult with it in order to resolve the problem.

3. Any arising interest income attributable to the contribution shall be credited to the Ministry Account and shall be utilized upon written agreement by the Donor solely to cover additional activities of relevance to the project objectives and tasks.

ARTICLE 7
ADMINISTRATION AND REPORTING

1. Project management and expenditures shall be governed by the regulations, rules and directives of the European Commission external action (latest edition), adapted to Italian Law 49/87 as indicated in Annex 2.

2. The Ministry shall provide the Donor with the following reports:
   (a) A General Operational Plan to be submitted no later than three weeks after the signature of the Agreement;
   (b) A narrative report and financial statement of project implementation to be submitted every 4 months no later than ten days after the end of the reporting period;
   (c) A final financial and narrative report summarizing project activities and impact of activities as well as all financial data within three months after the date of completion of the activities or termination of the Agreement.

ARTICLE 8
EQUIPMENT

Ownership of equipment, material and supplies financed under the Project, following operational completion of the Project, shall be transferred to:

- The Directorate General of Municipalities (equipment purchased and used for project administration);

OR

- The beneficiary Municipalities or Unions of Municipalities (equipment purchased to forest fire fighting).

The Donor reserves the right to recover the equipment or their equivalent value from the Ministry or the local governments that will benefit from the project, in case of misuse of the equipment acquired for the purpose agreed upon in the context of the Agreement.

4

ARTICLE 9
MONITORING AND EVALUATION

A joint monitoring/appraisal/evaluation of the activities financed under the aforesaid Project shall be undertaken by the Donor and the Ministry. The costs of the monitoring/appraisal/evaluation of the activities shall be borne by the Project.

ARTICLE 10
AUDITING

1. The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of the Donor.

2. The Lebanese branch of a prime internationally renowned Auditing Company shall conduct an audit of the project' financial statements and administrative documents related to the implementation of the Project when up to 60% of the budget are spent. Audit costs shall be borne by the project.

ARTICLE 11
VISIBILITY

The official logo and name of the Donor shall be used by the Ministry along with its own one in view of providing proper visibility to the Project activity. The Ministry shall acknowledge the contribution of the Donor to the Project in any advertising or publicity connected with the Project.
The Ministry keeps the right to use solely its logo where needed.

ARTICLE 12
ANTI-CORRUPTION

The Parties shall not offer to any third party neither seek, accept nor get promised directly or indirectly for themselves or for another party any gift or benefit which would or could be construed as an illegal or corrupt practice.

ARTICLE 13
ENTRY INTO FORCE AND DURATION

The Agreement shall enter into force on the date of receipt of the second notification of the completion of the internal procedures by each Party. It covers the period of 18 months.
It will remain in force until completion of all obligations of the Parties, including all project activities stated under this Agreement.

5

ARTICLE 14
COMPLETION OF THE AGREEMENT

1. The Ministry shall notify the Donor when all activities relating to the Project have been completed.

2. Notwithstanding the completion of the Project, the Ministry shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of the Project have been satisfied and project activities brought to an orderly conclusion.

3. The part of the contribution which has not been used upon completion of the Project, as reported in the final financial report, shall be refunded to the Donor unless otherwise agreed by the Parties.

4. The Ministry shall guarantee that the funds will be solely used in fulfillment of the objectives of the present Agreement, taking any possible action to assure the transparent and efficient use of the funds. The Ministry shall further take any step to prevent any abuse and illicit use of the Italian Contribution. In the event that the funds have been misused and at variance with the scope of the present Agreement, the Ministry shall refund the amount incorrectly spent.

ARTICLE 15
TERMINATION OF THE AGREEMENT

1. The Agreement may be terminated in the following cases:
    a. In the event of non compliance, non execution or breach by one of the two Parties of the obligations agreed upon by this Agreement, the other Party may terminate the Agreement, after written notice, with immediate effect.
    b. In the event resulting from force majeure (natural disaster, etc.) which permanently prevents the execution of the Agreement, either Party may terminate the Agreement from the moment when it becomes impossible to carry it out.

2. In case of premature termination of the Agreement, the Ministry shall submit to the Donor a final report and a final financial statement. All installments paid by the Donor and all material purchased with the Donor funds which have not been committed to the Project shall be returned to the Donor within three months following the premature termination.

3. The letters exchanged to this effect and which are relevant to any of the cases mentioned in the present article shall become an integral part of the Agreement.

ARTICLE 16
SUSPENSION OF THE ACTIVITIES

1. In the event of conflict, natural disaster or riots which temporarily impede the implementation of the Programme, the activities shall be suspended until the conditions to

resume the Project are re-established.

2. Should any dispute arise in relation to this Agreement, the Donor retains the right to suspend, unilaterally, the execution of the Agreement until a solution has been found between the Parties pursuant to art. 17.

3. Should the cause of the suspension persist beyond a reasonable lapse of time, the Donor shall terminate the Agreement through diplomatic channels by giving the Ministry a thirty-day notice.

4. The letters exchanged to this effect shall become an integral part of the Agreement.

ARTICLE 17
DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

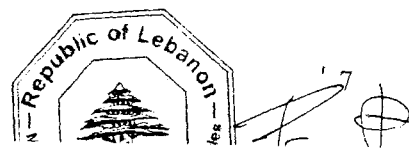
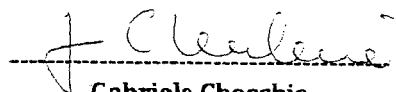
ARTICLE 18
COMMUNICATION

All communication and information relating to the project activities as well as the report and other documentation shall be addressed to:

The Ministry of Interior and Municipalities:
Sanayeh
Hamra District
Beirut - Lebanon

The Italian Embassy:
Rue du Palais Presidentiel
29022633 - Baabda
P.O. Box 57 – Baabda
Beirut - Lebanon

ARTICLE 19
AMENDMENT OF THE AGREEMENT

The Parties may, at any time, amend and/or add to the present Agreement (including Annexes) after mutual consent that must be officially expressed by written forms (Note Verbale).

ARTICLE 20
ANNEXES

The present Agreement is composed of 20 (twenty) Articles and two Annexes. The Annexes are the following:

1. Annex 1: Technical Description;
2. Annex 2: Procurement Procedures (eligibility criteria, ethical clauses, contract general principles).

The Annexes constitute an integral part of the Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two originals.

Done in Beirut, on 28/10/-2009

Gabriele Checchia
Ambassador of the Italian Republic

AMBASCIATA D'ITALIA BEIRUT

Ziyad Baroud
Minister of Interior and Municipalities of the Lebanese Republic

Republic of Lebanon — Ministry of Interior and Municipalities

ANNEX 1

SUPPORT TO DECENTRALIZATION: LOCAL DEVELOPMENT FUND
TECHNICAL DESCRIPTION

1. INTRODUCTION

The Local Development Fund is proposed as an instrument tool to ensure:

1) progressive harmonization and alignment of external assistance through a 'pooled funding' mechanism;
2) promotion of a 'policy dialogue' process aimed at supporting the Government in introducing changes to the institutional framework with the objective of strengthening the role and the accountability of national and local administrations.

The Ministry of Interior and Municipalities - Directorate General of Municipalities - will be responsible for the management of the Fund and its use to finance activities aimed at local development.

2. OBJECTIVES, EXPECTED RESULTS & ACTIVITIES

2.1 General objective:

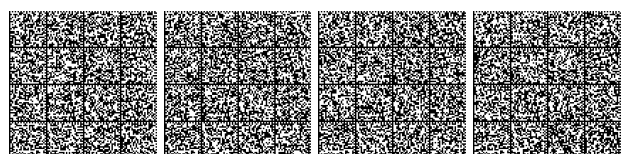
To assist the Lebanese Government, in its central and local dimensions – the General Directorate of Municipalities, the Union of Municipalities, and the Municipalities – in building a sustainable process of local development that improves economic, social and environmental conditions, thus contributing towards reducing the gap between rural, semi rural and urban areas in Lebanon, and strengthening the link between Central Government and local administrations.

2.2 Specific objective:

To strengthen local administrations in order to improve and enhance their capacity to manage and provide municipal services, with particular attention dedicated to the protection of forests against fire incidents.

This objective will be achieved through the establishment of a fund (subject at a later phase to become a Multi-donor Common Fund) and the definition of a strategy intended to promote two key elements of local development: the mechanisms of participatory local planning and the processes of capacity building targeted towards training local administrations in financial, administration and accounting management. Thus, new systems in controlling and managing public expenditure will be introduced at the local level. More importantly, various experiences of support to planning and resource management conducted by different donors will be brought under a common approach to local development.

In this context, decentralized cooperation and twinning arrangements initiatives bringing together Lebanese and international administrations would accompany the processes of capacity building, as well as promote the "political" capacity of local administrations to advocate towards the Central Government.

As for the component of the fund to be allocated for forest fire prevention and protection interventions, the initiative aims to efficiently involve the Unions of Municipalities in facing one of the major environmental risks in the country through increasing their partnerships with the Lebanese Civil Defense and equipping them with the necessary basic equipment to fight forest fires.

2.3 Beneficiaries

The direct beneficiaries will be the Directorate General of Municipalities of the Ministry of Interior and Municipalities, the Municipalities and the Union of Municipalities involved in the program.

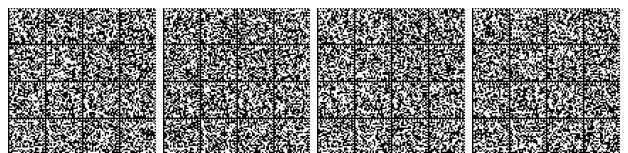
2.4 Expected results:

A. **Governance, local finance and local development.** It concerns support (technical and logistical / operational assistance) to: i) support the government in the follow-up procedures aiming at ratifying the Decentralization legal framework and the development of its related legislative decrees; ii) support the central government in developing a strategy and improving the legal and administrative framework designed to encourage the growing role and responsibility (accountability) of local administrations iii) improve procedures for public expenditure management (strategic planning, investment planning, preparation of annual budgets, procurement, implementation, management of public goods, ...) at national and local levels; iv) reinforce the capacities of the central government in guiding the multi-donor intergovernmental coordination process in the field of local development.

B. **Strengthening of local services.** It relates to financial resources allocated to the activities of forest fire prevention and protection currently evaluated by the Ministry of Interior / Directorate of Municipalities as high priority.

2.5 Activities:

Activities related to the first expected result (A): governance, local finance, local development. A shared process will be promoted with central and local administrations as well as with donors towards policies and instruments of decentralization and local development, including strengthening the legal, technical and administrative skills of the staff of the Directorate General of Municipalities. Recently, the Italian Cooperation took the decision to support the Ministry of Interior and Municipalities in developing a framework law on decentralization through ROSS Programme Funds. This initiative will include (1) preparation of the legal text to be presented to the Council of Ministers, and (2) support a public awareness campaign on decentralization. On the other hand, coordination mechanisms (inter-government agencies, inter-donors, government-donors, other) reveal to be of vital importance in order to establish viable local development processes. In this context the objectives will be:

1. To support and follow the procedures for the validation of the legal framework of decentralization. This includes, but is not limited to: follow-up with the parliamentary legal committee, organization of regional meetings with local administrations, preparation of a new municipal law and preparation of specialized legal texts relating to decentralization, national campaign on decentralization.
2. To support studies on local finance, definition of mechanisms and control procedures, resource and fiscal systems at the local level; to analyze the municipal capacities on managing financial, administrative and accounting procedures.
3. To support the development by the Lebanese Government of a national strategy on Local Development and of operational guidelines that will be used by donors involved in the Secretariat of the Working Group on Local Development and Environment previously mentioned.
4. To support and institutionalize an effective mechanism of coordination between ministries and agencies working in the field of local development in general (local

governance, decentralized cooperation, territorial planning, etc.). One of the reasons of the limited sustainability of programs and projects in development is the overlap that occurs between the various government agencies for the management and follow-up of these projects.

5. To establish and sustain a steering structure to guide and monitor the activities of local development and decentralization financed by Italian Cooperation. The scope is to ensure synergy between different projects and to avoid duplication of activities and loss of resources.
6. To further develop the donor coordination process on local development (not only at Community level). The documentation produced by the working group on local development will serve to improve the orientation and the priorities to ensure a sustainable process of local development. In this context, to support the establishment of a multi-donor mechanism (Common Fund/ Budget Support) which shall define: the functioning of systems and procedures needed for the transfer of funds between different government levels; the extent of accountability (possibility to reduce fiduciary risks, to enhance the management of the public expenditure, and on the whole to enhance the institutional capacities); mechanisms/criteria of selection for having access to funds: the level of coordination and dialogue among donors, and between them and the government.

Activities of the second expected result (B): Strengthening of local services for a specific action aimed at reducing the negative environmental impact caused by the fires and improving the management of forests in the municipalities involved. In this context, it is intended to supply equipment for fire prevention interventions at municipal level.

Unions of municipalities and municipalities benefiting from the equipment for fighting forest fires will be selected on the basis of the following criteria:

- Availability of natural forest areas within their boundaries, and/or proximity to nature reserves declared as such by the concerned ministries
- Level of forest sensitivity/ vulnerability to forest fires
- Availability of water resources in the vicinity of the forest surface area
- Availability of personnel (either paid or on a volunteer basis) to conduct forest management as well as fire prevention (through clearance, maintenance, etc.)
- Formal agreements drawn up with the Civil Defense units, if available within the areas falling under their jurisdiction. In cases where Civil Defense units lack in relevant areas, special arrangements shall be made to find appropriate solutions aimed at addressing the protection/ prevention issues.
- Commitment to ensure the wise use and maintenance of equipment and to continue preserving the forests that will benefit from the assistance
- Commitment of the Union of municipalities/ municipalities to enforce laws and to be in charge of the forest areas subject to their mandates (e.g. issue specific municipal decisions regarding forest management, fire prevention, hunting ban, others).

The proposed activities will take into consideration initiatives related to local development, both already achieved or ongoing within the ROSS program, or within other bilaterally-funded projects, UNDP ART GOLD (Italian funding), as well as interventions made by other actors and donors (such as EU, France, Spain, U.S. ...).

2.6 Duration

The expected duration of the intervention is equivalent to 12 months.

3. - REALIZATION OF THE INTERVENTION

3.1 Modalities of Execution and Responsibilities

The project will be a government execution initiative, through the creation of a fund at the Ministry of the Interior that shall ensure the administrative management and will be responsible for its use for the implementation of the planned activities. The funding will be disbursed in one installment. The amount will be deposited into an account designated by the Government of Lebanon at the Central Bank of Lebanon.

The Directorate General of Municipalities, with the technical assistance provided by the Italian Development Cooperation Office (UTL) of the Italian Embassy, is responsible for the establishment of a General Operational Plan (GOP). This Plan will be submitted for approval to a Steering Committee representing the Directorate General of Municipalities, the Italian Embassy/Cooperation Office as well as representatives of other projects funded by the Italian Embassy/Cooperation Office and working in the context of local development.

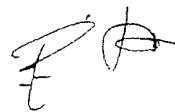
The Steering Committee, which will meet at the beginning of the project for the approval of the General Operational Plan and whenever one of the Committee's members shall request, will also be responsible for setting the project strategic guidelines and for guiding the intervention (as well as approving any variation to the General Operational Plan that may take place during the implementation of the project). The General Operational Plan will reflect the changes or update, where necessary, in the technical and financial details of the Project.

3.2 Cost analysis

The amount allocated to the Lebanese Government, through Government execution, is equal to **650,000.00 Euros** (Six Hundred and fifty thousands Euros) divided as follows:

Activities related to expected result One: governance, local finance, local development. A shared process will be promoted with the central authorities, local administrations and donors on policies and instruments for decentralization and local development. (**EURO 325,000**. to be divided as follows):

1. Technical assistance to the Directorate General of Municipalities. (This assistance will be made available by the UTL which specifically strengthened its staff with a high profile Lebanese specialist who supervises the work of the Donors' Working Group for coordination in local development. The activities of technical assistance and support to the Ministry of Interior and Municipalities will be ensured by the UTL directly through its experts and do not involve costs to this initiative) (**zero cost**)
2. Acquisition of local services (local expertise external to the Ministry), financing events, preparing informative material for the follow-up of the framework law on decentralization **(Euro 80.000)**
3. National Strategy on local development (elaboration of the national strategy, organization of the necessary consultation processes) to support the coordination activities with donors **(Euro 30.000)**
4. Study (including legal and public finance consultancies) for the definition of a multi-donor mechanism (Common Fund/ Budget Support) **(Euro 100.000)**
5. Technical assistance to reinforce the operational capacities of the Directorate General of Municipalities, due to its limited available human resources (to hire a local expert for 12 months, at an estimated total monthly contribution of 3,500 Euros (all costs included) equivalent to 42.000 Euros per year; and, to hire a local expert for 12 months as an

economist/ local administrator for an estimated total monthly contribution of 2.000 Euros per month, equivalent to 24.000 Euros per year (all costs included) **(Euro 66.000)**

6. Office furniture (2 desks, cabinets, 2 computers, printer and telephone / fax and office equipment) **(Euro 10.000)**
7. Communication costs (internet and telephone) Euro 300 per month, at a total of Euro 3600 per 12 months; other additional expenses that may arise to ensure proper monitoring of activities, Euro 2.400 **(Euro 6.000)**
8. Purchase of a car to secure field visits **(Euro 23.000)**
9. Website and database on local Development **(Euro 10.000)**

Activities related to expected result Two: Strengthening of local services for a specific action aimed at reducing the negative environmental impact caused by the fires and improving the management of forests in the concerned municipalities. In this context, it is intended to supply equipment for fire prevention interventions at municipal level (**Euro 325,000**):

1. Provision of necessary means and equipment - equipment for firefighters, small vehicles for emergency operations to be made available to municipalities **(Euro 325,000).**

The above mentioned amounts are proportionate to the local market price and be considered eligible and reasonable.

The budget of the proposed project is not subject to any changes or variations that might incur during the project implementation.

ELIGIBILITY CRITERIA, ETHICAL CLAUSES, CONTRACT GENERAL PRINCIPLES

This Annex harmonizes the latest edition of the "*Rules and Procedures for service, supply and works contracts financed from the general budget of the European Commission in the context of cooperation with third countries*" with the fundamental principles of Italian law on procurement and development aid.

1. CONTRACTOR ELIGIBILITY

1.1 THE RULE ON OBJECTIVITY AND IMPARTIALITY

To avoid any conflict of interest, any natural or legal person, including entities within the same legal group, members of consortia, temporary associations, and sub-contractors, involved in the preparation of the Project shall be excluded from participating in tenders or from submitting offers aimed at the implementation of the Project.

1.2 THE RULE ON ECONOMIC, FINANCIAL, PROFESSIONAL, AND TECHNICAL CAPACITY

The candidates/bidders must prove that their economic, financial, professional and technical capacity is suitable for the implementation of the contract. Unless otherwise established in the Agreement, the candidates/bidders must prove:

1.2.1 *Economic and financial standing*: the total turnover of the candidates/bidders in the last three years in the same field of the bid must be at least equivalent to the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the contracting authority may deem appropriate.

1.2.2 *Professional and technical capacity*: candidates/bidders shall provide a full record of the activities performed during the last three years; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the contracting authority may deem appropriate.

1.2.3 Italian enterprises shall qualify for works contracts pursuant to decree of the President of the Republic n. 34/2000 (and further modifications/amendments thereof). Non-Italian enterprises shall qualify according to their respective national law.

1.3 GROUND FOR EXCLUSION FOR PARTICIPATION IN CONTRACTS

Natural or legal persons are not entitled to participate in competitive tendering or be awarded contracts if:

1.3.1 They are in the conditions as referred to in the Italian Legislative Decree 8.8.1994, n. 490 ("Antimafia). Italian tenderers/offereres must provide the evidence thereof by the "certificato antimafia", issued by the competent Italian authorities. Non-Italian tenderers/offerers must provide equivalent certificates, if issuable under their respective national law.

1.3.2 They are bankrupt, or being wound up, or are having their affairs administered by the courts, or have entered into an arrangement with creditors, or have suspended their business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

1.3.3 They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

1.3.4 They or their directors or partners have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*.

1.3.5 They are guilty of grave professional misconduct proven by any means which the contracting authority can justify.

1.3.6 They have not fulfilled obligations related to the payment of social security contributions in accordance with the legal provisions of the country where they are established.

1.3.7 They have not fulfilled obligations related to the payment of taxes in accordance with the legal provisions of the country where they are established.

1.3.8 They are guilty of serious misrepresentation in supplying the information required by the MAE-DGCS as a condition of participation in a tender procedure or contract.

1.3.9 They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the MAE-DGCS or another contract financed with Italian funds.

2. *CONTRACT GENERAL PRINCIPLES*

2.1 Contract award and execution shall assure proper quality of performance, and respect the principles of economical convenience, efficiency, timeliness, and fairness. Contract award must also abide by the principles of free competition, equal treatment, non-discrimination, transparency, proportionality, and, whenever possible, publicity.

2.2 Upon prior agreement of the parties, economical convenience may be counterbalanced by social fairness, protection of public health, conservation of environment, and promotion of sustainable development.

2.3 Award procedures shall be cancelled if there are fewer than three eligible candidates/bidders.

2.4 Contracts may not be modified, unless the modification is approved by the MAE-DGCS pursuant to following clauses. Contractors are not entitled to any payment or reimbursement whatsoever for activities carried out without prior authorization. If MAE-DGCS or the contracting authority so requires, contractors may be forced to restore, at their own expenses, the original state before the unauthorized modification.

2.5 Bidding documents shall specify the financial resources available for the contract to be awarded.

2.6 Modifications of supply and service contracts shall be effective upon MAE-DGCS prior authorization, which may only be granted in the following cases:
2.6.1) modifications of applicable laws and regulations;
2.6.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications ameliorate the quality of the performance, without increasing the contract total amount;
2.6.3) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;
2.6.4) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;
2.6.5) modifications, which, in the interest of the contracting authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to objective reasons, unforeseeable when the contract was made;
2.6.6) contractors may not refuse the above-mentioned modifications; such modifications shall be executed at the same contractual conditions;
2.6.7) contractors shall execute any non-substantial modification that the contracting authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

2.7 Modifications of works contracts shall be effective upon MAE-DGCS prior authorization, which may only be granted in the following cases:
2.7.1) modifications of applicable laws and regulations;
2.7.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the project was made, provided that the modifications ameliorate the quality of the performance, without altering the initial project and without increasing the contract total amount;
2.7.3) events related to the specific nature of the contract activities which occur during the contract execution;
2.7.4) geological problems not predictable in the executive project;
2.7.5) errors or omissions of the project which prevent the contract implementation; in this case, the engineering consultants are responsible for the damages; the contractor may not refuse to perform such modifications if their value do not exceed 20% of the total contract amount;
2.7.6) modifications, which increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available.

2.8 Contracts may not be assigned to a third party. In case of assignment, the contract shall be automatically terminated.

2.9 Subcontract is allowed up to an amount of 30% of the total contract amount. The bidding documents must specify if subcontract is allowed and the conditions thereof. Upon submitting their bids, bidders must declare which supplies/services/works they intend to

subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies/services/works they are assigned.

2.10 Contract prices shall be firm, fixed, and non-revisable.

2.11 Contract prices shall be denominated and paid exclusively in euros. Exchange rate risk or variations may not be subject to compensation whatsoever.

2.12 The contract shall be automatically terminated if the contractors are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

2.13 In case of malice or grave negligence, contractors' liability may not be limited.

2.14 Contract execution shall be governed by the law of the beneficiary state.

2.15 Disputes arising between the contractors and the contracting authority shall not be submitted to the jurisdiction of the Italian courts.

2.16 Bidding documents shall include the above-mentioned principles.

2.17 The Italian party reserves the right to apply the fundamental principles of Italian law, should any legal gap arise.

3 ELIGIBLE AND INELIGIBLE COSTS

3.1 The costs included in the contract(s) shall be eligible if they are actual, economic, and necessary for carrying out the Project pursuant to Project document.

3.2 In any case, the following items shall not be considered eligible:

a) voluptuary or luxury goods (e.g. perfumes, cosmetics, art objects, spirits, sports goods, etc.);

b) goods, services and civil works directly or indirectly connected to police or military activities;

c) non-income / non-profit taxes (including VAT) and import duties;

d) provisions for outstanding debts and future losses of the beneficiary or the final users;

e) interests owed by the beneficiary or the final users to any third party.

4. ETHICAL CLAUSES

4.1 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the contracting authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties;

4.2 Without the contracting authority's prior written authorisation, contractors and their staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the Project. This prohibition also applies to any other Projects that could,

owing to the nature of the contract, give rise to a conflict of interest on the part of the contractors.

4.3 When putting forward their candidacy or participating in a tender, candidates or bidders must declare that they are affected by no potential conflict of interest, and that they have no particular link with other bidders or parties involved in the Project. Should such a situation arise during the performance of the contract, the contractors must immediately inform the contracting authority.

4.4 Civil servants or other officials of the public administration of the beneficiary country, regardless of their administrative situation, must not be engaged as experts by the tenderers unless the prior approval of the MAE-DGCS has been obtained.

4.5 Contractors must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the contracting authority's prior approval. They may not commit the contracting authority in any way without its prior written consent.

4.6 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, tenderes who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; elimination of discrimination in respect of employment and occupation; abolition of child labour).

4.7 The contractors may accept no payment connected with the contract other than that provided for therein. The contractors and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

4.8 The contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

4.9 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

4.10 The contractors shall refrain from any relationship likely to compromise their independence or that of their staff. If contractors cease to be independent, the contracting authority may, regardless of injury, terminate the contract without further notice and without the supplier having any claim to compensation.

4.11 The MAE-DGCS reserves the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

4.12 More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main

contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

4.13 Contractors undertakes to supply the MAE-DGCS on request with supporting evidence regarding the conditions in which the contract is being executed. The MAE-DGCS may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

4.14 Contractors found to have paid unusual commercial expenses on Projects funded by the MAE-DGCS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving MAE-DGCS funds.

4.15 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, bidder or contractor from other MAE-DGCS contracts and in penalties. The individual or company in question must be informed of the fact in writing.

4.16 It is the obligation of the contracting authority to ensure that the procurement procedure is concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.

6511/P/ 194248

Ministero degli Affari Esteri

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Libanese ed ha l'onore di riferirsi all'Accordo tra il Governo della Repubblica Italiana ed il Governo della Repubblica Libanese relativo al programma nazionale per il miglioramento della qualità dell'olio di oliva ed azioni di contrasto alla diffusione del citoplasma delle drupacee, firmato a Beirut il 26.11.2010.

Il Ministero degli Affari Esteri ha l'onore di accusare ricezione della Nota Verbale del Ministero degli Affari Esteri della Repubblica Libanese n. 345/2 dell'11 maggio 2011 con la quale codesta Ambasciata ha effettuato la notifica ai sensi dell'art. 13 del suddetto Accordo.

Poichè questo Ministero degli Affari Esteri ha già effettuato la propria notifica con Nota Verbale n. 6511/106524 del 12 aprile 2011 l'Accordo è entrato in vigore l'11 maggio 2011, conformemente all'art.13 dello stesso.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Libanese i sensi della sua più alta considerazione.

Roma, lì - 7 LUG. 2011

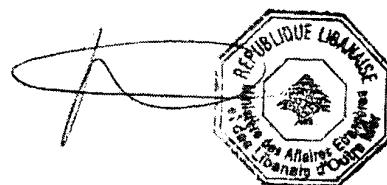
All'Ambasciata
della Repubblica Libanese
Via Giacomo Carissimi, 38
00198 Roma

REPUBLIQUE LIBANAISE
MINISTÈRE DES AFFAIRES ETRANGERES
et des Emigrés

No. 3454/2

The Ministry of Foreign Affairs and Emigrants presents its compliments to the Embassy of Italy and has the honor to enclose herewith a letter addressed form H.E. Dr. Hussein Hajj Hassan, Minister of Agriculture, concerning " The national program for the development of oil quality and action against the diffusion of drupes phytoplasma".

The Ministry of Foreign Affairs and Emigrants avails itself of this opportunity to renew to the Embassy of Italy the assurances of its consideration.

Beirut, 11/05/2011

Embassy of Italy
Beirut

N° ٤٢٠٧/١

Ministry of Agriculture

Beirut, 16-5-2011

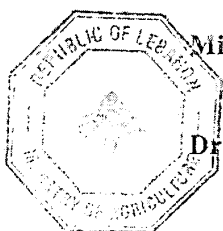
The Minister

Embassy of Italy in Lebanon

<u>Subject:</u> Concerning (" **The national program for the development of oil quality and action against the diffusion of drupes Phytoplasma**") Agreement between the Government of the Italian Republic and the Government of Lebanese Republic signed in Beirut on the 26.11.2010

- Since the Minister of agriculture was authorized, on behalf of the council of Minister to sign the notification of the completion of internal procedure of **the " national program for the development of oil quality and action against the diffusion of drupes Phytoplasma"(Ref No 280).**

- Since the Italian Government has communicate to the Lebanese Government that their internal procedure has been completed ,

- I have the pleasure to communicate to Your Excellency that our internal procedure has been completed as foreseen in the article n. 13 of the Agreement.

Minister of agriculture

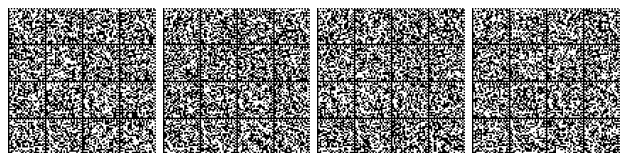
Dr Hussein Hajj Hassan

REPUBLIC OF LEBANON MINISTRY OF AGRICULTURE

12.

Beirut, 26 novembre 2010

Accordo tra il Governo della Repubblica italiana e il Governo della Repubblica Libanese per il miglioramento della qualità dell'olio d'oliva ed azioni di contrasto alla diffusione del citoplasma delle drupacee

Entrata in vigore l'11 maggio 2011

Ministero degli Affari Esteri

6511/.106524

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Libanese ed ha l'onore di riferirsi all'Accordo tra il Governo della Repubblica Italiana ed il Governo della Repubblica Libanese relativo al programma nazionale per il miglioramento della qualità dell'olio di oliva ed azioni di contrasto alla diffusione del citoplasma delle drupacee, firmato a Beirut il 26.11.2010,

Il Ministero degli Affari Esteri ha l'onore di comunicare che da parte italiana sono state completate le procedure interne richieste per l'entrata in vigore dell'Atto sopra menzionato. Conformemente a quanto previsto dall'articolo 13 dell'Accordo, lo stesso entrerà in vigore il giorno in cui il Ministero degli Affari Esteri riceverà comunicazione che anche da parte della Repubblica Libanese sono state completate le procedure interne previste dalla sua legislazione.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Libanese gli atti della sua più alta considerazione.

MINISTERO DEGLI AFFARI ESTERI

Roma, lì 12 APR. 2011

All'Ambasciata
della Repubblica Libanese
Via Giacomo Carissimi, 38
00198 ROMA

AGREEMENT
Between
THE GOVERNMENT OF THE ITALIAN REPUBLIC
Represented by the Embassy of Italy
And
THE GOVERNMENT OF THE LEBANESE REPUBLIC
Represented by the Lebanese Ministry of Agriculture
Concerning
The national program for the improvement of olive oil's quality and actions against the diffusion of drupes Phytoplasma

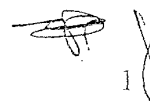
The Italian Government and the Lebanese Government, hereinafter referred to as the "Parties",

CONSIDERING the Development Cooperation Agreement between the two Parties, signed on June the 24th, 2002;

WHEREAS the Italian Government has committed to support Lebanon in the framework of the recovery, reconstruction and reform process and through bilateral agreements signed in November 2006, November 2007, October 2008 whereby new funds were allocated;

WHEREAS the Ministry of Agriculture has called for the technical assistance of the Italian Embassy - Development Cooperation Office in the implementation of activities related to "The national program for the improvement of olive oil's quality and actions against the diffusion of drupes Phytoplasma" (letters Ref n. 3863/3 and n. 3828/3, signed by the Ministry of Agriculture and dated 2 July 2010 and 9 July 2010);

WHEREAS discussions have taken place between representatives of both Parties on possible ways to support agriculture sector in Lebanon, and priority issues were identified;

MINDFUL THAT the Government of the Italian Republic agrees to contribute funds to the Lebanese Ministry of Agriculture for the implementation of the project "The national program for the improvement of olive oil's quality and actions against the diffusion of drupes Phytoplasma" as described in annex 1;

WHEREAS the Ministry of Agriculture is prepared to receive and administer the funds for the implementation of the project as described in annex 1;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

1. "Parties" means the Government of the Lebanese Republic and the Government of the Italian Republic

1

2. "GOI" means the Government of the Italian Republic

3. "MOA" means the Ministry of Agriculture

4. "Project" means the Project on "The national program for the improvement of olive oil's quality and actions against the diffusion of drupes Phytoplasma"

5. "Agreement" means the present Agreement between the Government of the Italian Republic and the Government of the Lebanese Republic.

6. "GOP" means the General Operation Plan.

7. "DGCS" means the General Directorate for Development Cooperation of the Ministry of Foreign Affairs –of the Italian Republic;

ARTICLE 2
OBJECTIVE

The Parties wish to collaborate to contribute to the improvement of food security of the country through the requalification of agriculture productions following the international standards and to promote national actions aiming to fight the spread of Phytopathologies that threat the productivity of the drupes (almond).

ARTICLE 3
PROJECT CONTEXT

The Project "The national program for the improvement of olive oil's quality and actions against the diffusion of drupes Phytoplasma", mentioned in the preamble and described in Annex 1 as per above, shall improve the ministerial management capacities of the MOA to improve the qualitative and quantitative production of olive oil in 4 productive regions in the country following the European commercial standards and the establishment of a national laboratory for the certification of the high quality olive oil. The Project also intends to equip MOA with instruments capable to monitor the phytopathologies that threat the national production of the drupes, developing the research on the vector insect of the *Candidatus Phytoplasma Phoenicium.*

ARTICLE 4
ROLE & CONTRIBUTION FROM THE MOA

The MOA undertakes to contribute to the project through:

Designating a Technical Committee (TTS) and a Steering Committee as (SC) per Annex 1
Designating a Project Manager (PCU) to manage the Project activities mentioned in Article 3 and as defined in Annex 1
Providing the necessary premises, facilities and logistics to host the Project.
Facilitating, where needed, meetings and other arrangements touching upon the GOI's activities and coordination role in the relevant fields.

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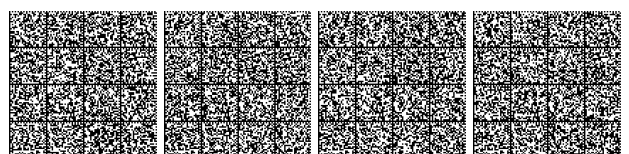

5 Keeping all documentations/records pertaining to the support mentioned here-above for a minimum of five years after the completion of the Project for auditing purposes carried out by the GOI.

ARTICLE 5
THE FUND

1. The Italian Government decided to grant, for the purposes described in Annex 1, an amount of 1.775.400,00 (One Million Seven Hundred Seventy-five and Four Hundred Euro) as budget support to the Lebanese Government, to sustain the activities of technical assistance to the MOA and for monitoring, evaluation and visibility exercise.

(a) Upon the date of receipt of the second notification of the completion of the internal procedures by each Party, the first installment of 177.540,00 Euro (one hundred seventy-seven thousand and five hundred forty) shall be transferred to the MOA. The fund shall be deposited in the dedicated bank account communicated by the MOA to the GOI.

(b) The second installment of 1.597.860,00 Euro (one million five hundred ninety-seven eight hundred sixty) shall be transferred upon approval of the GOP by the DGCS.

(c) The MOA shall communicate to the GOI the Bank details and address, once the Agreement is signed.

(d) The fund shall be exclusively used towards the implementation of the Project.

2. All financial accounts and statements shall be expressed in Lebanese Pounds. The exchange operations will be duly registered and would be part of the Financial Statements.

ARTICLE 6
UTILIZATION OF THE FUND

1. The fulfillment of the responsibilities required from the MOA pursuant to this Agreement and the annexed project document shall be dependent on receipt by the MOA of the fund as set out in Article 5, paragraph 1, above.

2. If unforeseen increases in expenditures or commitments occur during the project implementation (whether owing to inflationary factors or unforeseen contingencies), the MOA shall promptly submit to the GOI a supplementary estimate showing in detail the nature and amount of these additional requirements and consult with it in order to resolve the problem either by reducing the activity by a proportioned amount or through seeking additional resources to meet the aforementioned increases.

3. Any interest income arising from each fund shall be credited to the MOA account and shall be utilized upon written agreement by the GOI solely to cover additional activities of relevance to the project objectives and tasks.

4. No proceeds from the Fund shall be used for the payment of any duty and tax (import duty, levy, fee of any kind) levied under the law of Lebanon or any luxury items or any articles hat could be utilized for military purposes.

.or other implementing entities of their choice will select contractors according to -ocedures for EC external action (latest edition). adapted by Italian Law 49/87 as mex 2.

:k contracts exceeding 1.000.000.00 Euro, services contracts exceeding 200.000.00 lies contract exceeding 150.000.00 Euro. MOA or other implementing entities will ig Italian companies according to the same procedures. An ex-ante cost evaluation i intervention will be performed by MOA or other implementing entities and agreed :S (including price analysis of the estimated unit prices). All the bids exceeding the ., based on the performed cost evaluation as clearly indicated in the tender 1, will be discarded. In case none of the bids satisfies the selection/award criteria of .cedure, or there are fewer than three eligible candidates/bidders, or no bid achieves threshold during the technical evaluation, or the total price of all bids received naximum amount available for the contract, MOA or other implementing entities a new tender not restricted to Italian companies.

manage the control on procurement activities, MAE/DGCS will follow the :l ex-post" management procedures as indicated in the contract procedures for EC 1.

ARTICLE 7
ADMINISTRATION AND REPORTING

all provide the GOI with the following reports:

a General Operational Plan (GOP) to be submitted no later than three weeks after the date of receipt of the second notification of the completion of the internal procedures by each Party;
a Six months activity plans to be submitted together with the GOP (the first) and no later than two weeks after the end of first semester (the second one);
a narrative report and financial statement of project implementation to be submitted every 4 months no later than fifteen days after the end of the reporting period (for a total of 3 reports);
a final financial and narrative report summarizing project activities and impact of activities as well as all financial data within three months after the date of completion of the activities or termination of the Agreement.

ARTICLE 8
EQUIPMENT

of equipment, material and supplies financed under the Project, following operational of the Project, shall be transferred to MOA:

serves the right to recover the equipment or their equivalent value from the MOA or ministrations that will benefit from the project, in case of misuse of the equipment

ARTICLE 9
MONITORING AND EVALUATION

A joint monitoring/appraisal/evaluation of the activities financed under the aforesaid Project shall be undertaken by the GOI and the MOA. The local costs of the monitoring/appraisal/evaluation of the activities shall be borne by the Project.

The Donor reserves itself the right to conduct independent monitoring/evaluation. Monitoring and evaluation costs will be borne by the Donor.

ARTICLE 10
AUDITING

The Lebanese branch of a prime internationally renowned auditing company shall be selected following the procedure established in the Article 6 and shall conduct an audit of all procurement procedures and financial transactions related to the implementation of the Program when 100% of the budget is spent. Audit costs shall be borne by the project. The audit reports will be forward to DGCS as soon as they will be issued.

ARTICLE 11
VISIBILITY

The official logo and name of the GOI shall be used by the MOA along with its own one in view of providing proper visibility to the Program activity. The MOA shall acknowledge the fund of the GOI to the Program in any advertising or publicity connected with the Program.
The MOA keeps the right to use solely its logo where needed with the written agreement of the GOI.

ARTICLE 12
ANTI-CORRUPTION

The Parties shall not offer to any third party neither seek, accept nor get promised directly or indirectly for themselves or for another party any gift or benefit which would or could be construed as an illegal or corrupt practice.

ARTICLE 13
ENTRY INTO FORCE AND DURATION

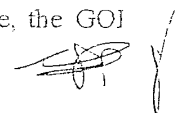
The Agreement shall enter into force on the date of receipt of the second notification of the completion of the internal procedures by each Party.
It will remain in force until fulfilment of all obligations of the Parties, including all project activities stated under this Agreement.

ARTICLE 14
COMPLETION OF THE AGREEMENT

1. The MOA shall notify the GOI when all activities relating to the Project have been completed.

2. Irrespective of the completion of the Project, the MOA shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of the Project have been satisfied and project activities brought to an orderly conclusion.

3. The part of the fund which has not been used upon completion of the Project, as reported in the final financial report, shall be refunded to the GOI unless otherwise agreed by the Parties.

4. The MOA shall guarantee that the funds will be solely used in fulfillment of the objectives of the present Agreement, taking any possible action to assure the transparent and efficient use of the funds. The MOA shall further take any step to prevent any abuse and illicit use of the Italian Fund. In the event that the funds have been misused and at variance with the scope of the present Agreement, the MOA shall refund the amount incorrectly spent.

ARTICLE 15
TERMINATION OF THE AGREEMENT

1. The Agreement may be terminated in the following cases:
   a. In the event of non compliance, non execution or breach by one of the two Parties of the obligations agreed upon by this Agreement, the other Party may terminate the Agreement, after written notice, with immediate effect.
   b. In the event resulting from force majeure (natural disaster, etc.) which permanently prevents the execution of the Agreement, either Party may terminate the Agreement from the moment when it becomes impossible to carry it out.

2. In case of premature termination of the Agreement, the MOA shall submit to the GOI a final report and a final financial statement. The balance paid by the GOI and all material purchased with the GOI funds which have not been committed to the Project shall be returned to the GOI within three months following the premature termination.

3. The letters exchanged to this effect and which are relevant to any of the cases mentioned in the present article shall become an integral part of the Agreement.

ARTICLE 16
SUSPENSION OF THE ACTIVITIES

!. In the event of conflict, natural disaster or riots which temporarily impede the mplementation of the Programme, the activities shall be suspended until the conditions to resume he Project are re-established.

:. Should any dispute arise in relation to this Agreement, the GOI retains the right to uspend unilaterally the execution of the Agreement until a solution has been found between the 'arties pursuant to art. 17.

. Should the cause of the suspension persist beyond a reasonable lapse of time, the GOI

shall terminate the Agreement through diplomatic channels by giving the MOA a thirty days notice.

4. The letters exchanged to this effect shall become an integral part of the Agreement.

ARTICLE 17
DISPUTE RESOLUTION

1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

ARTICLE 18
COMMUNICATION

All communication and information relating to the project activities as well as the report and other documentation shall be addressed to:

The Ministry of Agriculture
Embassies street, Bir Hassan
Beirut, Lebanon

The Italian Embassy:
Rue du Palais Presidentiel
29022633 - Baabda
P.O. Box 57 – Baabda
Beirut – Lebanon

ARTICLE 19
AMENDMENT OF THE AGREEMENT

The Parties may, at any time, amend and/or add to the present Agreement (including Annexes) after mutual consent that must be officially expressed by written forms (Note Verbale).

ARTICLE 20
ANNEXES

The present Agreement is composed of 20 (twenty) Articles and two Annexes. The Annexes are the following:

1. Annex 1: Technical Description.
2. Annex 2: Eligibility criteria, ethical clauses, contract general principles.

The Annexes constitute an integral part of the Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two originals.

Done in Beirut, on 25/11/2010

GIUSEPPE MORABITO	HUSSEIN AL HAJJ HASSAN
Ambassador of the Italian Republic	*Minister of Agriculture*

ANNEX 1

The national program for the improvement of olive oil's quality and actions against the diffusion of drupes Phytoplasma

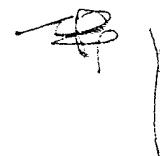
Technical Annex

1. Introduction

The following financing proposal concerns the allocation of a financial contribution to the Lebanese Ministry of Agriculture (MOA) to support the national program for the improvement the olive oil quality and to activate actions against the diffusion of drupes Phytoplasma. The initiative that will be managed directly by the MOA will be developed on 2 principal axes intervening directly into two important productions of the agriculture sector of the country. It aims in particular to respond to the request of the MOA about: *i)* the regional extension of the interventions for the improvement of the olive oil quality in 4 regions not included in the current project "socio- economic support to the families of olive producers in the Lebanese marginalized regions- Lebanese Olive oil" (currently implemented by IAM Bari) and *ii)* to provide the technical tools in order to study and observe the epidemiology of the drupes Phytoplasma all over the Lebanese territory. The drupes Phytoplasma, *Candidatus Phytoplasma phoenicium*, is in fact responsible of the illness named "Almond Witches' broom" that caused, since 2000, huge damages to the producers of almond of the country and today there is serious threat also for the production of peach and nectarine, extensively cultivated in many Lebanese Caza. The contamination of the drupes Phytoplasma causes in fact the destruction of all the production and will be able to spread in an epidemical way.
The initiative is coherent and integrated with the whole actions carried out by the DGCS within the support to the development of the agriculture sector in Lebanon, which represents a priority for the action of the Italian Cooperation.

2. OBJECTIVES, EXPECTED RESULTS AND ACTIVITIES

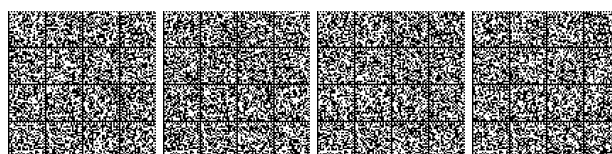
2.1 General Objective

To contribute to the enhancement of food security in the Country through the requalification of agriculture productions in line with international standards and to promote national actions aiming to fight the spread of Phytopathologies that threat the productivity of the drupes.

2.2 Specific Objective

First Specific Objective:

Qualitative and quantitative improvement of the production of olive oil in 4 productive regions in the country in line with European commercial standards and the establishment of a national laboratory for the certification of the high quality olive oil.

Indicators:

- Increase of at least 10% of the exportation of the oil produced in the 4 regions covered by the project.
- Chemical and organoleptic characteristics improved at least for the 20% of the quantity of virgin and extra virgin olive oil produced in the 4 regions.

Second Specific Objective:

Provide the Lebanese Ministry of Agriculture with technical tools for monitor phytopathologies that threat the national production of the drupes (mainly almonds) and develop the research on the insect vector of the *Candidatus Phytoplasma Phoenicium*.

Indicators:

- Eradication of the infected plants and public subsidies to the concerned farmers (substitution of cultivation and/or economic subsidies)
- Set up of a permanent monitoring system for the control of the illness diffusion

2.3 Beneficiaries and partner

The direct beneficiaries of this initiative will be:

- The staff of the Regional extension offices of the MOA (extension) in the 4 regions of the intervention and the staff of MOA at national level with regarding the prevention of the drupes Phytoplasma.
- Farmers/ millers/ cooperatives of the 4 regions covered by the project.
- Farmers cultivating fruit trees (Drupes) monitored (about 600).
- Plant nurserymen of the fruit trees (Drupes)

The indirect beneficiaries are:

- traders of Lebanese Olive Oil
- consumers of Lebanese Olive Oil

The initiative is also susceptible to have a positive impact on the agriculture and on the plant nursery activity in the Middle East, with consequences also for the European community itself, in terms of risks and precautionary measures to be implemented for the spread of regional pathologies (ex. drupes phytoplasma).

The other partners and actors of the project will be:

- The IAM Bari that is implementing the cooperation project entitled "socio-economic support to the families of producers in the marginal olive oil regions in Lebanon – L'Olio del Libano" financed by the Italian cooperation and executed jointly with the MOA.
- The **Universities and the Lebanese research institutes**, between them: the American University of Beirut (AUB), Universite Saint- Esprit of Kaslik (USEK), Lebanese University (UL), and the Lebanese Agriculture Research Institute (LARI);
- **Italian Universities** (Università degli Studi di Milano, Università degli Studi di Torino;
- The **municipalities** in the areas covered by the initiative.

2.4 Duration

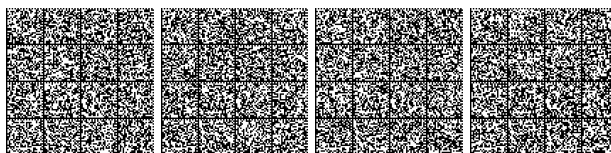
The initiative will last 12 months.

2.5 Expected results

R1: the public divulgation network of the MOA in 4 provinces of the country (Chouf; Batroun; Khoura e North Bekaa) is updated and strengthened.

R2: the productive capacities of the olive oil farmers and of the oil- press and the management skills of the cooperatives in the 4 provinces are improved.

R3: Olive oil certificated according to international standards (chemical and organoleptic characteristics) through new and updated methodologies is produced.

R4: a national Geographic Information System (GIS) in order to monitor the spread of the illness between the orchard and in plant nurseries is put in place.

R5: a diagnostic protocol to control the illness is in place and the research on the insects' vectors and secondary guests is completed.

R6: the monitoring of the spread of the illness on national level including the plant nurseries in the country is completed and the farmers, technical personnel of the MOA and plan nurseries personnel have been trained.

2.6 Description of the Activities

The budget given to the MOA, through governmental execution is Euro 1.775.400 (direct funding ex art 15 of the law 49/87) and the following activities will be carried out.

For the **first expected result**: *the public divulgation network of the MOA in 4 provinces of the country (Chouf; Batroun; Khoura e North Bekaa) is updated and strengthened (296.600 Euro).*

The first expected result will be achieved through actions aiming to improve the specialized competences of the technical staff of the regional offices of the MOA whether with activities traditional/frontal training or with demo plots in line with the methodology already used by the program "L'Olio del Libano". To support the planning unit of the MOA, the national olive map will be extended/detailed in order to make it a practical and functional tool to determine the politics and take national measures while planning.

Activity 1.1 Training of trainers in Lebanon (funds from Technical Assistance)

The training will be planned according to the priorities requested by the network of the regional extension offices of the MOA. They will be divided in two parts: the first one is theoretic and the second one is practical "on-the-job" that will advantage from the support of specialists/experts in various periods in the year. The training will cover in particular those aspect related to "burning issues" (bio- agriculture, IPM, evaluation of the products, pruning, milling, storage etc). A special attention should be paid to the real formative needs in relation with the olive oil production in the 4 regions covered by the program (Koura, Batroun, Chouf, and North Bekaa) (12 weeks/man)

Activity 1.2 Demo Plots (258.000 Euro)

During the training, the technicians of the regional office of the MOA will do demo plots in the 4 provinces and they'll take care of the technical supervision of the activities, in order to demonstrate directly to the farmers the effectiveness of the used techniques during the course of the training lessons. It is foreseen to buy some equipments for the management of the demo plots. The demonstration activities and the follow-up on the field will be assured by a local contracted NGO. This NGO will operate in close coordination with the Project Coordinator and the various regional units of the MOA.

Activity 1.3 Updating and enlarging of the integrated system for the traceability of quality production (25.600 Euro)

A strategic instrument of great value for the definition of future politics concerning the olive oil and also for all the questions incident to the national planning for the development of the olive groves and the national map of the olive, issued by the project "L'olio del Libano" on the scale 1:10.000. For this reason the updating of the existing map on the scale of 1:3.000 is needed to be a practical instrument and completely functional at the disposal of the MOA. It is foreseen the upgrading of the software (maps and digitalized information on GIS) and the purchase of 7 PCs for the e-network of the offices.

For the second expected result: *the productive capacities of the olive oil farmers and of the oil- press and the management skills of the cooperatives in the 4 provinces are improved (373.000 Euro).*

The second expected result will be the combination of activities and actions addressed directly to the farmers, millers, and to the cooperatives in the 4 regions of intervention. Vocational training activities and regional workshop will be organized to disseminate the information. The technicians of the regional offices of the MOA, trained through courses predicted in the activity 1.1, will interact directly with the farmers (field visit).

Activity 2.1 Definition of the program of the vocational training for farmers and millers in Lebanon (funds form Technical Assistance)
The Lebanese farmers and millers will receive a total of 16 sessions of training on the principal themes of interest before the critical period for the olive grove and the management of the milling. The training will focus on the agronomic integrated management of the olive grove (pruning, topdressing, irrigation, cultivation, etc...), on the concept of the oil quality and the interaction between agronomic conduction, extraction, storage, and the final quality of the product, integrated management of the illnesses and the insects, principles of post-harvest, extraction and storage. Such training sessions will be led by experts from Lebanon and the MOA stuff, already trained, for a total period of 16 weeks/ man.

Activity 2.2 Field visits done by the trained staff of the MOA (134.000 Euro, covered by the MOA budget)
The technicians of the regional offices of the MOA will delineate and coordinate with the expert, a monthly program of technical assistance.

Activity 2.3 Regional technical Workshops (funds from Technical Assistance)
During the project 8 regional workshops will take place in 4 different seasonal periods in the Lebanese Governorates and districts subject of the intervention with the presence of various experts and the trained staff of the MOA.

Activity 2.4 Establishing a Database of the farmers for the traceability of the production (45.000 Euro)
To set up of the database of the farmers for the traceability is needed: experts in Lebanon for duration of 2 weeks/ man and the publishing/editing of 30.000 data card of fields, in Arabic, in a way to report the necessary data either for the evaluation of the quality and for the traceability.

Activity 2.5 Education courses about the management of the olive oil quality and awareness campaigns (48.000 Euro)
Training courses and technical brochures for the farmers.

Activity 2.6 Pilot Project for cooperatives (280.000 Euro)
The co-funding to cooperative will permit the accomplishment of projects that are an instrument able to encourage the cooperatives in the application of the management concepts learned in the training activities (activity 2.5).

For the third expected result: *Olive oil certificated according to international standards (chemical and organoleptic characteristics) through new and updated methodologies is produced (295.000 Euro).*

The initiative will be responsible of responding to the needs of establishing a national laboratory for the certification of the Olive Oil of quality in accordance with the European Union's norms. Such laboratory conveniently equipped and endowed with the trained Human Resources (technicians of the laboratory of the MOA), will be able to certificate the olive oil produced in Lebanon.

Activity 3.1 identification, restructuring and equipping the National Laboratory for the olive oil quality (funds from Technical Assistance)
A national laboratory for the olive oil quality is very important to evaluate the quality of the Lebanese olive oil according to the international standards. Before being equipped, the laboratory must reach the necessary security standards. For the realization of such activity, it's estimated a mission of an expert of the analysis in the oil laboratory, in order to determine the necessary equipments (1 week/ man).

Activity 3.2 establishment of a room equipped for the Panel Group of tasting and the creation of the panel group for national tasting (275.000 Euro)
To execute this operation it's predicted the support of an expert for 1 week/man. To complete the installation of the room, the following steps will be followed: *i)* Preliminary control for the evaluation of the equipment and of needed works; *ii)* Call for tenders for works/equipment/services; *iii)* The direction of works/Procurement; *iv)* Installation and configuration of the expected equipments. The equipped room will host the Panel Group of tasting that will have training for one week (1 week/ man for the trainer)

Activity 3.3 training the technicians of olive oil national laboratory on the international protocols related to the evaluation of the olive oil's quality (20.000 Euro).
The training will be subdivided in 2 phases: the first will be led in Italy, for one month, and once the national laboratory is operational, a session will take place in Lebanon (4 weeks/man for the trainers).

For the fourth expected result: *a national Geographic Information System (GIS) in order to monitor the spread of the illness between the orchard and in plant nurseries is put in place (15.600 Euro).*

In order to provide MOA with tool to monitor the spread of *Drupes Phytoplasma*, it's foreseen to systemize all the gathered data in the latest years that have geo-references on the GPS. On the basis of this data it will be possible to prepare thematic/historical maps specific to the infected zones that contribute to the definition of the eradication plan. The data base, set up, could be continuously updated, for the upcoming years, with the data of the monitoring. The reference cartography will be the one that the MOA already has and it's used for drawing the national map of the olive oil production (activity 1.3).

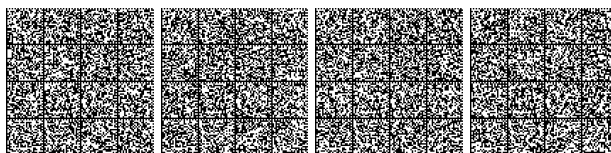
Activity 4.1 transfer, elaboration and organization of the data (15.600)
Activity 4.2 preparation of the map about the spread of the illness (funds from Technical Assistance)

For the fifth expected result: *a diagnostic protocol to control the illness is in place and the research on the insects' vectors and secondary guests is completed (120.000 Euro).*

The actions that contributes in the fulfillment of this result, will contribute to the definition of a diagnostic protocol and to the identification of the vector insects of the illness.
It's intended to concentrate the research on 3 spheres:

- to verify a possible "ex ante diagnosis" of the infection;
- to verify the presence of the infection in asymptomatic field took from asymptomatic plants adjacent to infected plants;
- to search for spontaneous herbaceous plants that could made the alternative of the Phytoplasma, typically in the season where the drupes aren't in complete development.

This will permit to identify the secondary guests of the pathogen that could be tightly related to the vector insect/ insects.

Activity 5.1 Selection and training of 2 agronomical technicians for the realization of the survey of the Lebanese orchard and for collecting the vector insects (28.800 Euro)
Activity 5.2 Molecular analysis of the specimens of symptomatic plants or the suspicious ones picked up during the survey, and including the analysis of woody specimens (during the winter) (12.000 Euro)
Activity 5.3 Molecular analysis for the characterization of the pathogen at Milan University (15.000)
Activity 5.4 identifying the insects picked up in the 2 installed Malaise traps and of the yellow sticky traps (6.000 Euro)
Activity 5.5 molecular analysis on the identified insects in the Lebanese laboratories (37.200 Euro)

Activity 5.6 to verify the activities of Phloem of *Asymmetrasca decedens*, at the laboratory of the LU and the AUB (3.000 Euro)
Activity 5.7 starting of the tests on the transmission of Pytoplasma in the greenhouse (10.000 Euro)
Activity 5.8 molecular analysis on herbaceous plants transplanted during the survey as possible plants hosting the pathogen (8.000 Euro)

For the sixth expected result: *the monitoring of the spread of the illness on national level including the plant nurseries in the country is completed and the farmers, technical personnel of the MOA and plan nurseries personnel have been trained (33.400 Euro)*

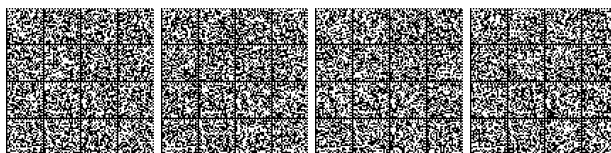
During the whole year, the survey of the plant nurseries in Lebanon will be carried out. The possible spread of the Pathogen and its long range could be caused also by the exchange and by buying the infected plant nursery materials. For this reason, sanitary controls will be carried out both visuals and analytics, with the gathering of infected or suspicious specimens, analyzed it the laboratory of the USEK. Training and awareness seminars /workshop will be carried out in collaboration with all the stakeholders of the project and in partnership with the municipalities.

Activity 6.1 Selection and training of an agronomic technician for leading the survey in the Lebanese plant nurseries (14.400 Euro)
Activity 6.2 Molecular analysis of the specimen of symptomatic and suspicious plants picked up during the survey of the plant nurseries (12.000 Euro)
Activity 6.3 publishing the informative material for the technicians of the MOA and the Lebanese nurserymen (3.000 Euro)
Activity 6.4 publishing the poster on the epidemiology of the illness, to be distributed to the farmers, nurserymen and to the MOA technicians (4.000 Euro)

With regards to the **operating/management cost** of the initiative, the Lebanese Government will provide a National Coordinator and office spaces while it is expected to recruit an administrative secretary for 9.000 Euro. (750 Euro/months for 12 months). The National Coordinator will be assisted, in the inception phase of the project, by an international expert for the formulation of the General Operation Plan (6 weeks/man budgeted at 15.000 Euro/month all included).

It is foreseen an **external technical assistance** to follow up and support to the MOA in specific technical activities. The technical assistance for the proper implementation of project activities is estimated as follow: 345.000 Euro for the "olive oil quality improvement" component; 35.200 Euro for the study tour/training in Italy for the technicians; 140.600 Euro for the "drupes Phytoplasma" component. The project budget will also provide funds for the costs of publications, visibility materials, seminars, conferences etc. (60.000 Euro), as well as the audit costs (10.000 Euro) and for a final external evaluation (45.000 Euro).

3. Coordination and Management of the Project

The MOA, as national counterpart responsible of the execution of the project, will play an essential role through its own offices and staff (experts and technicians) involved in the activities of the project. The Lebanese Government will contribute to the implementation of the project with a financial contribution of 330.200 Euro. For the implementation of project activities, the MOA could benefit of technical specialized services given by specialized consultants/entities which will be selected and contracted according to the contract procedures for EC external action (latest edition), adapted by Italian Law 49/87. The MOA will guarantee the administrative management and will be responsible of the use of funds. The funding will be disbursed in two installments according to the procedures foreseen in the Agreement that will be bilaterally

signed. The amount will be deposited in an account designated by the Lebanese Government at the Central Bank of Lebanon.

The Project Coordination Unit- PCU is composed and lead by the National Coordinator (representative of the MOA), as well as Lebanese representatives nominated by the MOA. The PCU is responsible of monitoring and executing the projected activities, the procedures of the call for tenders (goods/services/works), monitoring the implementation of the contractual works stipulated with third parties and the endorsement of Reference Terms and the selection of Institutions and for experts for the activities of the project.

The duty of the PCU is the definition of the General Operational Plan (GOP) that will report in details the activities that will be carried out and it will be approved during the first session of the Steering Committee. The GOP will include:

- The local or international human resources and the staff to use in every single activity (planning and costing in details);
- The terms of reference of the experts requested for each activity;
- The detailed activities and the budget allocated for each activity.

The PCU will coordinate the technical team of engineer, technicians and local and international consultants. An administrative secretarial staff will help the PCU in the administrative duties. The MOA will offer the necessary vehicles for transportations, an equipped laboratory and offices, whether on the central level or regional one.

This initiative will take place in synergy with the on-going project "L'Olio del Libano" in order to a full exchange of experiences and best practices.

The management structure of the project foreseen a Steering Committee (SC). The SC will meet one time every 6 months, with the starting of the project in occasion of the approval of the GOP and at any time upon request of one or more of its members. The SC will have the following main functions:

- To determine the strategic guidelines of the projects;
- To approve the procedures of managing the project;
- To facilitate the exchange of experiences and the integration with other activities;
- To approve the GOP and the technical and economical reports for MAE/DGCS approval;
- To approve the eventual technical and funding modifications, necessary to the achievement of the objectives.

The SC will involve the following institutions:

- representative of the MOA
- Representative of the Cooperatives direction of the MOA
- Representative of the MAE/DGCS
- Representative of the Italian embassy in Lebanon

A representative of CIHEAMIAM Bari could be included when necessary for coordination purposes. The PCU will act as secretariat of the SC.

The research activities, lined to the drupes Phytoplasma, will be coordinated and shared inside the Scientific Committee and will include the following participants:

- Lebanese research groups
- The Italian partner universities
- A representative of the MOA
- A representative of FAO
- Representative of the Italian embassy in Lebanon
- Representative of the institution foster of the service.

4. Budget

The budget given to the MOA, through governmental execution is Euro 1.775.400 while the Lebanese Government contributes to the implementation of the project with 330.200 Euro. The following table indicates the budget breakdown of the project.

		Description	Quantity	unit	unit cost	MAE DGCS total	MOA total
		Management and Coordination					
	0.1	National Coordinator	12	month/man	1,800	0	21,600
	0.2	Administrative Secretary	12	month/man	750	9,000	0
	0.3	Office	12	month/man	1,400	0	16,800
		Sub total management and coordination				***9,000***	***38,400***
		External technical Assistance					
	0.4	Technical Assistance Oil			345,000	345,000	
	0.5	Training in Italy for Lab Technicians	4	month/man	8,800	35,200	
	0.6	Technical Assistance Drupes			140,600	140,600	
		Sub total External Technical Assistance				***520,800***	
R1		**the public divulgation network of the MOA in 4 provinces of the country (Chouf, Batroun, Koura e North Bekaa) is updated and strengthened**					
1.2	1.2.1	Inputs and materials	20	unit	4,500	90,000	0
	1.2.2	Demo plot (6 months/man x plot)	120	month/man	1,400	168,000	0
1.3	1.3.1	Software	1	unit	30,000	30,000	0
	1.3.2	Computers	7	unit	800	5,600	0
		Sub total R1				***293,600***	
R2		**the productive capacities of the olive oil farmers and of the oil presses and the management skills of the cooperatives in the 4 provinces are improved**					
2.2	2.2	MOA local personnel	168	month/man	800	0	134,400
2.4	2.4	field database publication	30,000	unit	1.5	45,000	0
2.5	2.5	Preparation and printing of brochures/field log	3000	unit	16	48,000	0
2.6	2.6.1	Equipment for cooperative	forfait	forfait	forfait	200,000	0
	2.6.2	Mobile equipment for analysis	20	unit	4,000	80,000	0
		Sub total R2				***373,000***	***134,400***
R3		**Olive oil certificated according to international standards (chemical and organoleptic characteristics) through new and updated methodologies is produced.**					
3.2	3.2.1	building for the Lab	1	forfait	19,200	0	19,200
	3.2.2	renovation works	1	forfait	35,000	35,000	0
	3.2.3	consumable	forfait		35,000	20,000	15,000
	3.2.4	equipment for the Lab	forfait		300,000	220,000	80,000
	3.2.5	Lab technicians	48	month/man	800	0	38,400
3.3	3.3	equipment for panel test	forfait		20,000	20,000	0
		Sub total R3				***295,000***	***152,600***

R4	a national Geographic Information System (GIS) in order to monitor the spread of the illness between the orchard and in plant nurseries is put in place.						
	4.1	data entry and GIS management visits	forfait		forfait	15,600	
		Sub total R4				*15,600*	

R5	a diagnostic protocol to control the illness is in place and the research on the insects' vectors and secondary guests is completed						
5.1	5.1	Agronomist for field survey (2 p *12 months)	24	month/man	1,200	28,800	
5.2	5.2.1	Lab kit for diagnostic survey in 2011	200	sample	40	8,000	
	5.2.2	Lab kit for winter diagnosis	100	sample	40	4,000	
5.3	5.3	Lab kit for molecular analysis	100	sample	150	15,000	
5.4	5.4.1	insect traps	forfait	forfait	forfait	3,500	
	5.4.2	materials for the conservation of sample	forfait	forfait	forfait	2,500	
5.5	5.5.1	Technical consultancy fo the identification of the insect - Lebanese University	12	month/man	600	7,200	
	5.5.2	stereoscopic	1	unit	10.000	10,000	
	5.5.3	Lab Kit analysis on insect	500	sample	40	20,000	
5.6	5.6	verify of the activities of Phloem of Asymmetrasca decedens	forfait	forfait	forfait	3,000	
5.7	5.7	materials for the test on transmission in greenhouse	forfait	forfait	forfait	10,000	
5.8	5.8	Analysis on herbaceous plants	200	unit	40	8,000	
		Sub total R5				120,000	

R6	the monitoring of the spread of the illness on national level including the plant nurseries in the country is completed and the farmers, technical personnel of the MOA and plan nurseries personnel have been trained						
	6.1	survey and mapping of nursery	12	month/man	1,200	14,400	
	6.2	diagnostic analysis on nursery plants	300	sample	40	12,000	
	6.3	training for personnel of the nursery (material to print)	400	unit	8	3,000	
	6.4	Printing of poster on the phytopathology	800	unit	5	4,000	
		Sub total R6				*33,400*	

	Visibility and communication						
	a	Brochures - oil	3,000	unit	1	3,000	0
	b	2 seminars - oil	2	forfait	7,500	15,000	0
	c	update of MOA Website - Oil	1	forfait	forfait	0	4,800
	d	Video Production - Oil	1	forfait	5,000	5,000	0
	e	Regional meeting - drupes	1	meeting	3,000	3,000	0
	f	Regional Conference - drupes	1	conference	12,000	12,000	0
	g	multilateral meeting - drupes	1	meeting	20,000	20,000	0
	h	banner poster visibility materials - drupes	forfait	forfait	forfait	2,000	0

		Sub\total - visibility and Communication				60,000	
	External Audit					10,000	
	External Evaluation					45,000	
	Total					1.775,400	330,200

ANNEX 2

ELIGIBILITY CRITERIA, ETHICAL CLAUSES, CONTRACT GENERAL PRINCIPLES

This Annex harmonizes the latest edition of the "*Rules and Procedures for service, supply and works contracts financed from the general budget of the European Commission in the context of cooperation with third countries*" with the fundamental principles of Italian law on procurement and development aid.

1. Contractor Eligibility

1.1 The rule on objectivity and impartiality

To avoid any conflict of interest, any natural or legal person, including entities within the same legal group, members of consortia, temporary associations, and sub-contractors, involved in the preparation of the Project shall be excluded from participating in tenders or from submitting offers aimed at the implementation of the Project.

1.2 The rule on economic, financial, professional, and technical capacity

The candidates/bidders must prove that their economic, financial, professional and technical capacity is suitable for the implementation of the contract. Unless otherwise established in the Agreement, the candidates/bidders must prove:

1.2.1 *Economic and financial standing*: the total turnover of the candidates/bidders in the last three years in the same field of the bid must be at least equivalent to the maximum budget of the contract; enterprises that have been established for less than three years may prove their economic and financial standing with any document which the contracting authority may deem appropriate.

1.2.2 *Professional and technical capacity*: candidates/bidders shall provide a full record of the activities performed during the last three years; enterprises that have been established for less than three years may prove their professional and technical capacity with any document which the contracting authority may deem appropriate.

1.2.3 Italian enterprises shall qualify for works contracts pursuant to decree of the President of the Republic n. 34/2000 (and further modifications/amendments thereof). Non-Italian enterprises shall qualify according to their respective national law.

1.3 Ground for exclusion for participation in contracts

Natural or legal persons are not entitled to participate in competitive tendering or be awarded contracts if:

1.3.1 They are in the conditions as referred to in the Italian Legislative Decree 8.8.1994, n. 490 ("Antimafia). Italian tenderers/offereres must provide the evidence thereof by the "certificato antimafia", issued by the competent Italian authorities. Non-Italian tenderers/offerers must provide equivalent certificates, if issuable under their respective national law.

1.3.2 They are bankrupt, or being wound up, or are having their affairs administered by the courts, or have entered into an arrangement with creditors, or have suspended their business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

1.3.3 They are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

1.3.4 They or their directors or partners have been convicted of an offence concerning professional conduct by a judgement which has the force of *res judicata*.

1.3.5 They are guilty of grave professional misconduct proven by any means which the contracting authority can justify.

1.3.6 They have not fulfilled obligations related to the payment of social security contributions in accordance with the legal provisions of the country where they are establshed.

1.3.7 They have not fulfilled obligations related to the payment of taxes in accordance with the legal provisions of the country where they are establshed.

1.3.8 They are guilty of serious misrepresentation in supplying the information required by the MAE-DGCS as a condition of participation in a tender procedure or contract.

1.3.9 They have been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the MAE-DGCS or another contract financed with Italian funds.

2. Contract general principles

2.1 Contract award and execution shall assure proper quality of performance, and respect the principles of economical convenience, efficiency, timeliness, and fairness. Contract award must also abide by the principles of free competition, equal treatment, non-discrimination, transparency, proportionality, and, whenever possible, publicity.

2.2 Upon prior agreement of the parties, economical convenience may be counterbalanced by social fairness, protection of public health, conservation of environment, and promotion of sustainable development

2.3 Award procedures shall be cancelled if there are fewer than three eligible candidates/bidders.

2.4 Contracts may not be modified, unless the modification is approved by the MAE-DGCS pursuant to following clauses. Contractors are not entitled to any payment or reimbursement whatsoever for activities carried out without prior authorization. If MAE-DGCS or the contracting authority so requires, contractors may be forced to restore, at their own expenses, the original state before the unauthorized modification.

2.5 Bidding documents shall specify the financial resources available for the contract to be awarded.

2.6 Modifications of supply and service contracts shall be effective upon MAE-DGCS prior authorization, which may only be granted in the following cases:
2.6.1) modifications of applicable laws and regulations;
2.6.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the award procedure was commenced, provided that the modifications ameliorate the quality of the performance, without increasing the contract total amount;
2.6.3) events related to the nature or the quality of the goods or places where the contract activities take place, which occur during the contract execution and were unforeseeable when the contract was made;
2.6.4) modifications, which, in the interest of the contracting authority, increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available and no substantial modification is made; the modifications shall be only due to objective reasons, unforeseeable when the contract was made;
2.6.5) unless otherwise provided, the above-mentioned modifications may not increase or reduce the total contract amount beyond 20%;
2.6.6) contractors may not refuse the above-mentioned modifications; such modifications shall be executed at the same contractual conditions;
2.6.7) contractors shall execute any non-substantial modification that the contracting authority may see fit, provided that the nature of the activity is not fundamentally altered and no additional costs are imposed.

2.7 Modifications of works contracts shall be effective upon MAE-DGCS prior authorization, which may only be granted in the following cases:
2.7.1) modifications of applicable laws and regulations;

2.7.2) unforeseen and unforeseeable circumstances, including the implementation of new materials, components or technology not existing when the project was made, provided that the modifications ameliorate the quality of the performance, without altering the initial project and without increasing the contract total amount;
2.7.3) events related to the specific nature of the contract activities which occur during the contract execution;
2.7.4) geological problems not predictable in the executive project;
2.7.5) errors or omissions of the project which prevent the contract implementation; in this case, the engineering consultants are responsible for the damages; the contractor may not refuse to perform such modifications if their value do not exceed 20% of the total contract amount;
2.7.6) modifications, which increase or reduce the total contract amount, necessary to improve the quality and performance of the project are allowed up to 5%, provided that the funding is available.

2.8 Contracts may not be assigned to a third party. In case of assignment, the contract shall be automatically terminated.

2.9 Subcontract is allowed up to an amount of 30% of the total contract amount. The bidding documents must specify if subcontract is allowed and the conditions thereof. Upon submitting their bids, bidders must declare which supplies/services/works they intend to subcontract. Contractors must deposit subcontracts with the contracting authority at least 20 days before commencing the execution of the subcontracts. Subcontractors must be eligible for the supplies/services/works they are assigned.

2.10 Contract prices shall be firm, fixed, and non-revisable.

2.11 Contract prices shall be denominated and paid exclusively in euros. Exchange rate risk or variations may not be subject to compensation whatsoever.

2.12 The contract shall be automatically terminated if the contractors are the subject of proceedings for a declaration of bankruptcy, for winding-up, for administration by the courts, for an arrangement with creditors or for any similar procedure provided for in national legislation or regulations.

2.13 In case of malice or grave negligence, contractors' liability may not be limited.

2.14 Contract execution shall be governed by the law of the beneficiary state.

2.15 Disputes arising between the contractors and the contracting authority shall not be submitted to the jurisdiction of the Italian courts.

2.16 Bidding documents shall include the above-mentioned principles.

2.17 The Italian party reserves the right to apply the fundamental principles of Italian law, should any legal gap arise.

3 Eligible and ineligible cost

3.1 The costs included in the contract(s) shall be eligible if they are actual, economic, and necessary for carrying out the Project pursuant to Project document.

3.2 In any case, the following items shall not be considered eligible:

a) voluptuary or luxury goods (e.g. perfumes, cosmetics, art objects, spirits, sports goods, etc.);

b) goods, services and civil works directly or indirectly connected to police or military activities;

c) non-income / non-profit taxes (including VAT) and import duties;

d) provisions for outstanding debts and future losses of the beneficiary or the final users;

e) interests owed by the beneficiary or the final users to any third party.

4. Ethical clauses

4.1 Any attempt by candidates or bidders to obtain confidential information, enter into unlawful agreements with competitors or influence the contracting authority during the process of examining, clarifying, evaluating, and comparing tenders will lead to the rejection of his candidacy or tender and may result in administrative penalties;

4.2 Without the contracting authority's prior written authorisation, contractors and their staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other

services, carry out works or supply equipment for the Project. This prohibition also applies to any other Projects that could owing to the nature of the contract, give rise to a conflict of interest on the part of the contractors.

4.3 When putting forward their candidacy or participating in a tender, candidates or bidders must declare that they are affected by no potential conflict of interest and that they have no particular link with other bidders or parties involved in the Project. Should such a situation arise during the performance of the contract, the contractors must immediately inform the contracting authority.

4.4 Civil servants or other officials of the public administration of the beneficiary country, regardless of their administrative situation, must not be engaged as experts by the tenderers unless the prior approval of the MAE-DGCS has been obtained.

4.5 Contractors must at all times act impartially and as a faithful adviser in accordance with the code of conduct of their profession. They must refrain from making public statements about the Project or services without the contracting authority's prior approval. They may not commit the contracting authority in any way without its prior written consent.

4.6 For the duration of the contract, contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, tenderes who have been awarded contracts shall respect core labour standards as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; elimination of discrimination in respect of employment and occupation; abolition of child labour).

4.7 The contractors may accept no payment connected with the contract other than that provided for therein. The contractors and their staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority.

4.8 The contractor and their staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor are confidential.

4.9 The contract shall govern the contracting parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

4.10 The contractors shall refrain from any relationship likely to compromise their independence or that of their staff. If contractors cease to be independent, the contracting authority may, regardless of injury, terminate the contract without further notice and without the supplier having any claim to compensation.

4.11 The MAE-DGCS reserves the right to suspend or cancel Project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

4.12 More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

4.13 Contractors undertakes to supply the MAE-DGCS on request with supporting evidence regarding the conditions in which the contract is being executed. The MAE-DGCS may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

4.14 Contractors found to have paid unusual commercial expenses on Projects funded by the MAE-DGCS are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving MAE-DGCS funds.

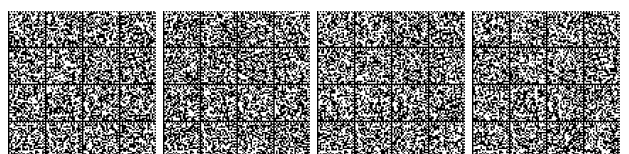
4.15 Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, bidder or contractor from other MAE-DGCS contracts and in penalties. The individual or company in question must be informed of the fact in writing.

4.16 It is the obligation of the contracting authority to ensure that the procurement procedure is concluded in a transparent manner based on objective criteria and disregarding any possible external influences.

13.

Beirut, 3 maggio 2010

Accordo tra il Governo della Repubblica italiana e il Governo della Repubblica Libanese relativo all'iniziativa «Capacity Building in Public Procurement Program»

Entrata in vigore il 12 maggio 2011

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Ministero degli Affari Esteri

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Libanese ed ha l'onore di riferirsi all'Accordo tra il Governo della Repubblica Italiana ed il Governo della Repubblica Libanese relativo all'iniziativa "Capacity Building in Public Procurement Program", firmato a Beirut il 3.05.2010.

Il Ministero degli Affari Esteri ha l'onore di accusare ricezione della Nota Verbale Di codesta Ambasciata n. 84/9 del 10 maggio 2011 con la quale codesta Ambasciata ha effettuato la notifica ai sensi dell'art. 13 del suddetto Accordo.

Poichè questo Ministero degli Affari Esteri ha già effettuato la propria notifica con Nota Verbale n. 6500/67994 del 7 marzo 2011 l'Accordo è entrato in vigore il 12 maggio 2011, conformemente all'art.13 dello stesso.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Libanese i sensi della sua più alta considerazione.

Roma, lì - 7 LUG. 2011

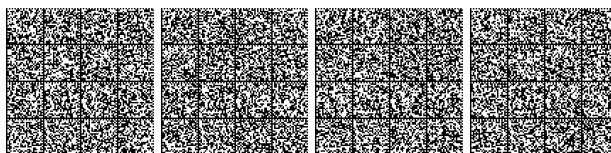
- 7 LUG. 2011

MINISTERO DEGLI AFFARI ESTERI

All'Ambasciata

della Repubblica Libanese

Via Giacomo Carissimi, 38

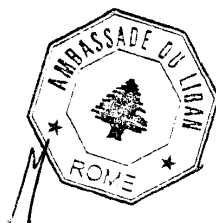
00198 Roma

AMBASSADE DU LIBAN
ROME

N. 84 /9

L'Ambasciata del Libano presenta i suoi complimenti al Ministero degli Affari Esteri ed in riferimento alla Nota Verbale n 050/67994 del 7 marzo 2011, riguardante l'Accordo *"Capacity Building in Procurement Program"* firmato a Beirut il 3/5/*2010* fra il Governo della Repubblica Italiana e il Governo della Repubblica Libanese, ha l'onore di comunicare che da parte libanese sono già state precedentemente completate le procedure interne richieste per l'entrata in vigore dell'accordo tramite la Nota verbale del Ministero degli Affari Esteri libanese n 265/15 inviata all'Ambasciata Italiana a Beirut in data 3/6/2010 (in allegato).

Pertanto, in conformità a quanto asserito nell'articolo XIII l'accordo entrerà in vigore alla data del ricevimento della seconda comunicazione

L'Ambasciata del Libano , in attesa di ricevere cenno sulla data di entrata in vigore dell'Accordo , coglie l'occasione per rinnovare al Ministero degli Affari Esteri i sensi della sua più alta considerazione.

Roma, li 10/5/2011

MAE	
12 MAG. 2011	
Prot. 136894	Posizione M-100

Direzione generale Cooperazione allo Sviluppo

Ministero degli Affari Esteri
Farnesina
ROMA

VIA G. CARISSIMI, 38 - 00198 ROMA - TEL. 06.8537211 - FAX 06.8411794
http://www.liban.it - E-mail: liban@tiscali.it

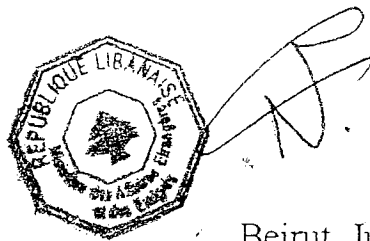
REPUBLIQUE LIBANAISE
Ministère des Affaires Etrangères

Centre des Etudes Juridiques, de Recherches et de Documentation

No.265/15

The Ministry of Foreign Affairs and Emigrants of the Republic of Lebanon presents its compliments to the Embassy of the Republic of Italy in Beirut and, with reference to The Memorandum of Understanding concerning "Capacity Building in Public Procurement Program", signed in Beirut on May 3, 2010, has the honor to convey to the esteemed Embassy that the act ratifying the above mentioned agreement has already been adopted on may 28, 2010 by the Lebanese competent authorities (Presidential Decree No. 4117).

According to Article 13, The Agreement shall enter into force on the date of receipt of the second notification of the completion of the internal procedures by each Party.

The Ministry of Foreign Affairs and Emigrants avails itself of this opportunity to renew to the Embassy of the the Republic of Italy the assurances of its highest consideration.

Beirut, June 3, 2010

Embassy of the Republic of Italy
Beirut

Ministero degli Affari Esteri

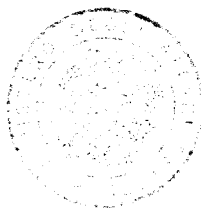
6500/67994

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Libanese ed ha l'onore di riferirsi all'Accordo tra il Governo della Repubblica Italiana ed il Governo della Repubblica Libanese relativo all'iniziativa "Capacity Building in Public Procurement Program", firmato a Beirut il 3.05.2010.

Il Ministero degli Affari Esteri ha l'onore di comunicare che da parte italiana sono state completate le procedure interne richieste per l'entrata in vigore dell'Accordo sopra menzionato. Conformemente all' articolo 13, lo stesso entrerà in vigore il giorno in cui il Ministero degli Affari Esteri riceverà comunicazione che anche da parte della Repubblica Libanese sono state completate le procedure interne previste dalla sua legislazione.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Libanese gli atti della sua più alta considerazione.

Roma, lì 7 MAR. 2011

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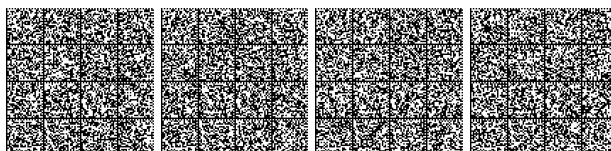
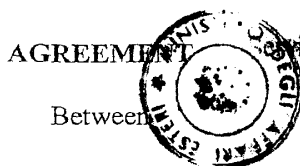
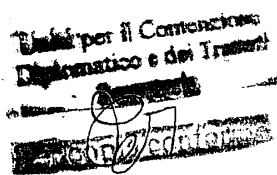

della Repubblica Libanese

Via Giacomo Carissimi, 38

00198 ROMA

AGREEMENT

Between

THE GOVERNMENT OF THE ITALIAN REPUBLIC
Represented by the Embassy of Italy

And

THE GOVERNMENT OF THE LEBANESE REPUBLIC
Represented by the Ministry of Finance

Concerning

Capacity Building in Public Procurement Program

The Italian Government and the Lebanese Government, hereinafter referred to as the "Parties",

CONSIDERING the Development Cooperation Agreement between the two Parties, signed on June the 24th, 2002;

WHEREAS the Italian Government has committed to support Lebanon in the framework of the recovery, reconstruction and reform process and through bilateral agreements signed in November 2006, November 2007, October 2008 whereby new funds were allocated;

WHEREAS the Ministry of Finance has called for the technical assistance of the Italian Embassy - Development Cooperation Office in the implementation of activities related to capacity building in Public Procurement Program (letter Ref. 3211/S.I., signed by the Minister of Finance Raya Haffar El Hassan, dated 25 November 2009);

WHEREAS the Government of the Italian Republic agrees to contribute funds to the Ministry of Finance for the implementation of the project "Capacity building in Public Procurement Program" as described in annex 1;

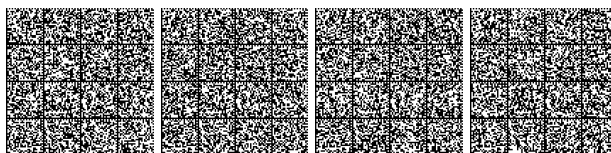
WHEREAS the Ministry of Finance is prepared to receive and administer through the Institute of Finance Basil Fuleihan the contribution for the implementation of the project;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

1. "Parties" means the Government of the Lebanese Republic and the Government of the Italian Republic

1

2. "GOI" means the Government of the Italian Republic
3. "GOL" means the Government of the Lebanese Republic
4. DGCS means the General Directorate for Development Cooperation Italian Ministry of Foreign Affairs
5. "MoF" means the Lebanese Ministry of Finance
6. "Project" means the Project on "capacity building in Public Procurement Program"
7. "BOL" means the Bank of Lebanon (Banque du Liban)
8. "Agreement" means the present Agreement between the Government of the Italian Republic and the Government of the Lebanese Republic.
9. "GOP" means the General Operation Plan.

ARTICLE 2
OBJECTIVE

The Parties wish to jointly collaborate towards supporting the development of the capacity building in Public Procurement in Lebanon. The present Agreement aims to establish a joint framework for cooperation to actively contribute to the implementation of a project fostering the capacity of civil servants in Lebanon to better manage, at the operational level, the public procurement functions. This is expected to be achieved by providing the Lebanese public sector with a sustainable source of high quality, specialized training, and building the capacity of the Institute of Finance staff and trainers to be able to transfer developed knowledge.

ARTICLE 3
PROJECT CONTEXT

The Project "capacity building in Public Procurement Program", mentioned in the preamble and described in Annex 1 as per above, came out from the need expressed by the Lebanese government to strengthen national capacities regarding procurement functions, as part of the legislative reform process which provides for the ratification by the Parliament of the new procurement law expected for the first months of 2010. This intervention intends to endow the Lebanese public sector with highly specialized civil servants and high quality training tools that can boost their skills and professional capabilities.
The funding is therefore expected to develop curricula in Arabic and a portal to harmonize methodologies and tools based on guidelines and standards of international organizations and in linkage with the Lebanese law on procurement.

ARTICLE 4
ROLE & CONTRIBUTION FROM THE MoF

The MoF undertakes to contribute through:
1. Recruiting a Project Manager and set up a Steering Committee as per Annex 1.
2. Designating a Project Assistant selected from the staff of the MoF/Institute of Finance, to assist with the Project activities mentioned in Article 3. The Assistant shall benefit from the technical support made available by the GOI as part of the Project activities.
3. Providing the necessary premises, facilities and logistics to host the Project.
4. Facilitating, where needed, meetings and other arrangements touching upon the GOI's activities and coordination role in the relevant fields.
5. Keeping all documentations/records pertaining to the support mentioned here-above for a minimum of five years after the completion of the Project for auditing purposes carried out by the GOI.

ARTICLE 5
THE CONTRIBUTION

1. (a) Upon signature of the agreement, the GOI shall contribute to the MoF Euro 332,000.00 (Three Hundred Thirty Two Thousand Euro). The contribution shall be deposited, in one installment, in the dedicated bank account of the MoF's Basil Fuleihan Institute of Economy and Finance, training and communication branch, communicated by the MoF to the GOI:

(b) The MoF shall communicate to the GOI the Bank details and address, once the Agreement is signed.

(c) The GOI shall inform the MoF in a written form when the contribution is paid.

(d) The contribution shall be exclusively used towards the implementation of the Project.

2. All financial accounts and statements shall be expressed in US$ dollars according to the exchange rate. The exchange operations will be duly registered and would be part of the Financial Statements.

3. The GOI also approved a grant for an amount of 120.000,00 (One Hundred Twenty Thousand Euro) Euro that remains at its (GOI) disposal to provide technical expertise towards the implementation of the project.

ARTICLE 6
UTILIZATION OF THE CONTRIBUTION

1. The fulfillment of the responsibilities required from the MoF pursuant to this Agreement and the annexed project document shall be dependent on receipt by the MoF of the contribution in accordance with the schedule of payment as set out in Article 5, paragraph 1, above.
2. If unforeseen increases in expenditures or commitments occur during the project implementation (whether owing to inflationary factors or unforeseen contingencies), the MoF shall promptly submit to the GOI a supplementary estimate showing in detail the nature and amount of these additional requirements and consult with it in order to resolve the problem either by reducing the activity by a proportioned amount or through seeking additional resources to meet the aforementioned increases.
3. Any interest income arising from the contribution shall be credited to the MoF account and shall be utilized upon written agreement by the GOI solely to cover additional activities of relevance to the project objectives and tasks.
4. No proceeds from the Contribution shall be used for the payment of any duty and tax (import duty, levy, fee of any kind) levied under the law of Lebanon or any luxury items or any articles that could be utilized for military purposes.
5. MoF or other implementing entities will select contractors according to the contract procedures for EC external action (latest edition), adapted by Italian Law 49/87 as indicated in Annex 2.

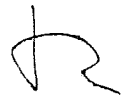
   In case of services contracts exceeding 200.000.00 Euro and supplies contract exceeding 150.000,00 Euro, MoF or other implementing entities will select executing Italian companies according to the same procedures. An ex-ante cost evaluation of the foreseen intervention will be performed by MoF or other implementing entities and agreed upon by MAE/DGCS (including price analysis of the estimated unit prices). All the bids exceeding the starting price, based on the performed cost evaluation as clearly indicated

in the tender documentation, will be discarded. In case none of the bids satisfies the selection/award criteria of the tender procedure, or there are fewer than three eligible candidates/bidders, or no bid achieves the minimum threshold during the technical evaluation, or the total price of all bids received exceeds the maximum amount available for the contract, MoF or other implementing entities will re-launch a new tender not restricted to Italian companies.

6. In order to manage the control on procurement activities, MAE/DGCS will follow the "decentralized ex-post" management procedures as indicated in the contract procedures for EC external action.

ARTICLE 7
ADMINISTRATION AND REPORTING

1. Project management and expenditures shall be governed by the regulations, rules and directives of the European Commission external action (latest edition), adapted by Italian Law 49/87 as indicated in Annex 2.
2. The MoF shall provide the GOI with the following reports:
   (a) a General Operational Plan (GOP)to be submitted no later than four weeks after the signature of the Agreement;
   (b) a quarterly activity plans;
   (c) a final financial and narrative report summarizing project activities and impact of activities as well as all financial data within three months after the date of completion of the activities or termination of the Agreement. The report will be accompanied by the audit report as indicated in Article 10.

ARTICLE 8
EQUIPMENT

Ownership of equipment, material and supplies financed under the Project, following operational completion of the Project, shall be transferred to:

- The MoF/Institute of Finance.

The GOI reserves the right to recover the equipment or their equivalent value from the MoF in case of misuse of the equipment acquired for the purpose agreed upon in the context of the Agreement.

ARTICLE 9
MONITORING AND EVALUATION

A joint monitoring/appraisal/evaluation of the activities financed under the aforesaid Project shall be undertaken by the GOI and the MoF. The costs of the monitoring/appraisal/evaluation of the activities shall be borne by the Project.

ARTICLE 10
AUDITING

The Lebanese branch of a prime internationally renowned Auditing Company shall be selected following the procedure established in the Article 6.5 and shall conduct an audit of all procurement procedures and financial transactions related to the implementation of the Program when 100% of the budget is spent. Audit costs shall be borne by the project.

ARTICLE 11
VISIBILITY

The official logo and name of the GOI shall be used by the MoF along with its own one in view of providing proper visibility to the Program activity. The MoF shall acknowledge the contribution of the GOI to the Program in any advertising or publicity connected with the Program.
The MoF keeps the right to use solely its logo where needed with the written agreement of the GOI

ARTICLE 12
ANTI-CORRUPTION

The Parties shall not offer to any third party neither seek, accept nor get promised directly or indirectly for themselves or for another party any gift or benefit which would or could be construed as an illegal or corrupt practice.

ARTICLE 13
ENTRY INTO FORCE AND DURATION

The Agreement shall enter into force on the date of receipt of the second notification of the completion of the internal procedures by each Party.
It will remain in force until fulfilment of all obligations of the Parties, including all project activities stated under this Agreement.

ARTICLE 14
COMPLETION OF THE AGREEMENT

1. The MoF shall notify the GOI when all activities relating to the Project have been completed.
2. Notwithstanding the completion of the Project, the MoF shall continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of the Project have been satisfied and project activities brought to an orderly conclusion.

3. The part of the contribution which has not been used upon completion of the Project, as reported in the final financial report, shall be refunded to the GOI unless otherwise agreed by the Parties.
4. The MoF shall guarantee that the funds will be solely used in fulfillment of the objectives of the present Agreement, taking any possible action to assure the transparent and efficient use of the funds. The MoF shall further take any step to prevent any abuse and illicit use of the Italian

Contribution. In the event that the funds have been misused and at variance with the scope of the present Agreement, the MoF shall refund the amount incorrectly spent.

ARTICLE 15
TERMINATION OF THE AGREEMENT

1. The Agreement may be terminated in the following cases:
   a. In the event of non compliance, non execution or breach by one of the two Parties of the obligations agreed upon by this Agreement, the other Party may terminate the Agreement, after written notice, with immediate effect.
   b. In the event resulting from force majeure (natural disaster, etc.) which permanently prevents the execution of the Agreement, either Party may terminate the Agreement from the moment when it becomes impossible to carry it out.
2. In case of premature termination of the Agreement, the MoF shall submit to the GOI a final report and a final financial statement. All installments paid by the GOI and all material purchased with the GOI funds which have not been committed to the Project shall be returned to the GOI within three months following the premature termination.
3. The letters exchanged to this effect and which are relevant to any of the cases mentioned in the present article shall become an integral part of the Agreement.

ARTICLE 16
SUSPENSION OF THE ACTIVITIES

1. In the event of conflict, natural disaster or riots which temporarily impede the implementation of the Programme, the activities shall be suspended until the conditions to resume the Project are re-established.
2. Should any dispute arise in relation to this Agreement, the GOI retains the right to suspend, unilaterally, the execution of the Agreement until a solution has been found between the Parties pursuant to art. 17.
3. Should the cause of the suspension persist beyond a reasonable lapse of time, the GOI shall terminate the Agreement through diplomatic channels by giving the MoF a thirty-day notice.
4. The letters exchanged to this effect shall become an integral part of the Agreement.

ARTICLE 17
DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

ARTICLE 18
COMMUNICATION

All communication and information relating to the project activities as well as the report and other documentation shall be addressed to:

The MoF
Riyad El Solh Square
MOF Building
Beirut, Lebanon

The Italian Embassy:
Rue du Palais Presidentiel
29022633 - Baabda
P.O. Box 57 – Baabda
Beirut - Lebanon

ARTICLE 19
AMENDMENT OF THE AGREEMENT

The Parties may, at any time, amend and/or add to the present Agreement (including Annexes) after mutual consent that must be officially expressed by written forms (Note Verbale).

ARTICLE 20
ANNEXES

The present Agreement is composed of 20 (twenty) Articles and two Annexes. The Annexes are the following:

1. Annex 1: Technical Description,
2. Annex 2: Eligibility criteria, ethical clauses, contract general principles.

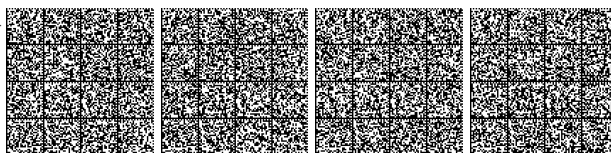
The Annexes constitute an integral part of the Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two originals.

Done in Beirut, on 23/05/2010

Gabriele Checchia	**Raya Haffar El-Hassan**
Ambassador of the Italian Republic	*Minister of Finance*

ACCORDO

tra

IL GOVERNO DELLA REPUBBLICA ITALIANA
Rappresentato dall'Ambasciata d'Italia

e

IL GOVERNO DELLA REPUBBLICA LIBANESE
Rappresentato dal Ministero delle Finanze

in materia di

Capacity Building in Public Procurement Programme

Il Governo Libanese e il Governo Italiano, in seguito denominati le "Parti",

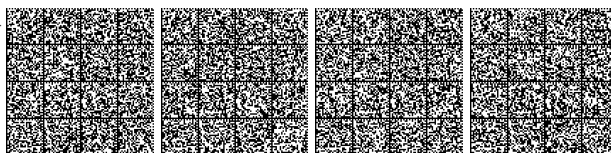
CONSIDERATO l'Accordo di Cooperazione allo Sviluppo tra le Parti, firmato in data 24 giugno 2002;

PREMESSO CHE il Governo Italiano si è impegnato a fornire sostegno al Libano sia nell'ambito del processo di ripresa, ricostruzione e riforma, sia mediante gli accordi bilaterali firmati nel novembre 2006, novembre 2007, ottobre 2008, per mezzo dei quali sono stati stanziati nuovi fondi;

PREMESSO CHE il Ministero delle Finanze ha richiesto il sostegno finanziario dell'Ambasciata di Italia – Ufficio di Cooperazione allo Sviluppo per l'esecuzione di attività riguardanti il *capacity building in public procurement* (lettera Rif. 3211/S.I., firmata dal Ministro delle Finanze Raya Haffar El Hassan, in data 25 Novembre 2009);

PREMESSO CHE il Governo della Repubblica Italiana accetta di destinare fondi al Ministero delle Finanze per l'attuazione del progetto *"Capacity Building in Public Procurement Programme"* come descritto nell'Annesso 1;

PREMESSO CHE il Ministero delle Finanze in Libano è pronto a ricevere e a provvedere alla gestione del contributo per l'attuazione del progetto;

Si conviene quanto segue:

ARTICOLO 1
DEFINIZIONI

Nel presente Accordo, fatti salvi i casi in cui il contesto richieda altrimenti, i seguenti termini dovranno intendersi come di seguito indicato:

1. "Parti" indica il Governo della Repubblica Libanese e il Governo della Repubblica Italiana;

2. "GOI" indica Governo della Repubblica Italiana;

3. "DGCS" indica la Direzione Generale per la Cooperazione allo Sviluppo del Ministero degli Affari Esteri italiano;

4. "MoF" indica il Ministero Libanese delle Finanze;

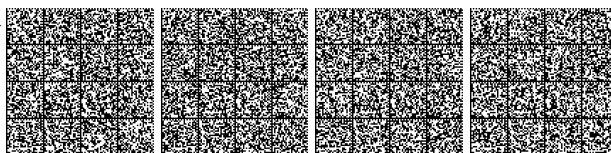
5. "Progetto" indica il Progetto "capacity building in Public Procurement Programme"

6. "BOL" indica Banca del Libano (Banque du Liban);

7. "Accordo" indica il presente Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Libanese;

8. "GOP" indica il Piano Operativo Generale.

ARTICOLO 2
OBIETTIVO

E' intenzione delle Parti collaborare per sostenere lo sviluppo di un programma *di Public Procurement*. Il presente Accordo ha lo scopo di stabilire un quadro comune di cooperazione per contribuire attivamente all'attuazione di un progetto che promuova la capacita' degli impiegati pubblici in Libano al fine di meglio gestire, a livello operativo, le funzioni di *Public Procurement*. Tale obiettivo sara' raggiunto fornendo al settore Pubblico Libanese una fonte sostenibile di formazione specializzata di alta qualita' per lo staff del Ministero delle Finanze e formatori capaci di trasmettere la conoscenza acquisita.

ARTICOLO 3
CONTESTO DEL PROGETTO

Il Progetto, "*capacity building in Public Procurement Programme*", di cui si fa menzione nella premessa e la cui descrizione si trova nell'Allegato 1 come sopra indicato, e' nato dall'esigenza espressa dal governo Libanese di incrementare l'efficacia delle funzioni di *procurement* nel contesto del processo di riforma legislativa che prevede la ratifica, da parte del Parlamento, della nuova legge concernente il *public procurement* nei primi mesi del 2010. Tale intervento vuole fornire al settore pubblico libanese impiegati pubblici altamente specializzati e strumenti di formazione di alta qualita' che possono efficacemente potenziare le capacita' professionali degli addetti al settore. Il finanziamento prevede lo sviluppo di curricula in arabo e di un portale per armonizzare le metodologie e gli strumenti formativi, basati sulle linee guida e sugli standard delle Organizzazioni Internazionali e sul contenuto della legge Libanese sul P*ublic Procurement.*

ARTICOLO 4
RUOLO & CONTRIBUTO DEL MoF

Il MoF si impegna a contribuire mediante:

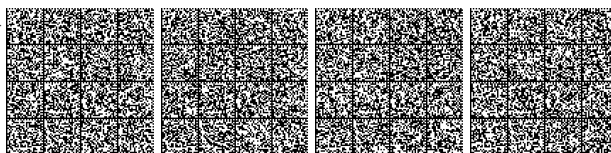
1. Identificazione di un Capo Progetto e organizzazione di uno Steering Committee come previsto nell'Allegato 1;
2. Designazione di un assistente di progetto selezionato tra lo staff del MoF/Instituto Finanziario per svolgere le attivita' come indicato nell'Articolo 3. L'Assistente beneficera' del supporto tecnico messo a disposizione dal GOI come parte delle attivita' del Progetto.
3. La fornitura di immobili, di servizi e della logistica necessari per svolgere il Progetto.
4. Facilitare, ove necessario, incontri e altre iniziative riguardanti le attivita' del GOI e il ruolo di coordinamento nei settori rilevanti.
5. La custodia di tutta la documentazione/atti ufficiali relativi al sostegno di cui si fa qui riferimento e in precedenza indicato, per un minimo di cinque anni a partire dalla data di completamento del Progetto, per i fini contabili che il GOI debba svolgere.

ARTICOLO 5
IL CONTRIBUTO

1. (a) Il GOI, a seguito della firma dell'accordo, si impegnera' a fornire al MoF un contributo di 322,000.00 Euro (trecentoventiduemila Euro). Il pagamento sara' depositato, in una tranche sola, nel Conto bancario dell'Istituto dell'Economia e Finanze del MoF, comunicato dal MoF al GOI:

    (b) Il MoF provvederà a comunicare al GOI i dettagli e l'indirizzo della Banca, una volta avvenuta la firma dell'Accordo.

    (c) Il GOI provvederà ad informare il MoF, tramite comunicazione trasmessa per iscritto, l'avvenuto versamento del contributo.

    (d) Il contributo verrà utilizzato esclusivamente ai fini del Progetto.

2. Tutta la contabilità e la rendicontazione finanziaria dovrà essere espressa in lire libanesi secondo il tasso di cambio. Le operazioni di cambio saranno registrate e faranno parte del rendiconto finanziario.

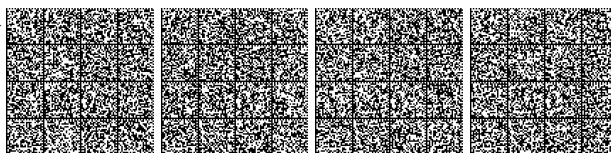
ARTICOLO 6
UTILIZZO DEL CONTRIBUTO

1. L'adempimento delle responsabilità richieste al MoF, in conformità con il presente Accordo e il documento di progetto riportato in Allegato, dipenderà dalla riscossione da parte del MoF del contributo conformemente al calendario dei pagamenti come indicato nell'Articolo 5, paragrafo 1, di cui sopra.

2. Qualora, nel corso dell'attuazione del progetto, dovessero verificarsi maggiorazioni impreviste degli impegni di spesa (dovute a fattori inflazionistici o altre spese impreviste), il MoF provvederà immediatamente a fornire al GOI un preventivo integrativo nel quale verranno indicati in maniera dettagliata la natura e l'importo delle richieste aggiuntive, e non mancherà di consultarsi con il Donatore per risolvere il problema.

3. Eventuali proventi finanziari derivanti dal contributo, verranno accreditati sul Conto del MoF e verranno utilizzati, previa autorizzazione trasmessa per iscritto da parte del GOI, esclusivamente per finanziare attività aggiuntive inerenti alle finalità e attività del progetto.

4. Nessun provento finanziario derivante dal contributo, potra' essere utilizzato per il pagamento di dazi e tasse (dazi di importazione, tasse di qualunque tipo) imposti dalla legge Libanese o per il pagamento di attrezzature che potrebbero essere utilizzate a fini militari;

5. Il MoF o altre entita' coinvolte provvederanno a selezionare gli appaltatori in base alle procedure contrattuali per l'assistenza comunitaria esterna (ultima edizione), derivanti dall'adeguamento alla legge italiana 49/87, come indicato nell'Allegato 2.
Nel caso di contratti di lavoro superiori a 1.000.000,00 Euro, appalti di servizi superiori a 200.000,00 Euro e appalti di fornitura superiori a 150.000,00 Euro, il MoF o altre entita' coinvolte provvederanno a selezionare le aziende italiane addette all'esecuzione sulla base delle medesime procedure. Una valutazione ex-ante dei costi dell'intervento previsto verrà effettuata dal MoF e concordata con la DGCS (inclusa l'analisi dei costi dei prezzi unitari previsti). Le offerte che superino il prezzo di partenza, sulla base della valutazione dei costi effettuata come chiaramente indicato nella documentazione di appalto, verranno cancellate. Qualora nessuna delle offerte soddisfi il criterio selezione/assegnazione previsto dalla procedura di appalto o vi siano meno di tre candidati/offerenti idonei o nessuna offerta raggiunga il livello minimo nella fase di

valutazione tecnica o il costo totale delle offerte ricevute sia superiore all'importo massimo disponibile per il contratto, il MoF o le altre entita' coinvolte provvederanno a lanciare una nuova gara di appalto, non ristretta ad aziende italiane.

6. Al fine di esercitare un controllo sulle attivita' di *procurement*, il MAE/DGCS seguira' processi di gestione "decentralizzati ex-post" come indicato dalle procedure contrattuali per l'azione esterna Europea.

ARTICOLO 7
AMMINISTRAZIONE E RENDICONTAZIONE

1. La gestione del progetto e le relative spese saranno disciplinate dai regolamenti, norme e direttive dell'assistenza comunitaria esterna (ultima edizione), derivanti dall'adeguamento alla legge italiana 49/87, come indicato nell'Allegato 2.

2. Il MoF provvederà a fornire al GOI la seguente documentazione:
   (a) Un Piano Operativo Generale (POG) che dovrà essere presentato dopo la firma del presente Accordo;
   (b) Piani di attivita' trimestrale;
   (c) Un rendiconto finanziario e una relazione narrativa conclusivi nei quali verranno riassunte le attività di progetto, cosi' come tutti i dati finanziari entro tre mesi dalla data di completamento delle attivita' o conclusione dell'Accordo. Il rapporto sara' accompagnato dalla revisione dei conti come indicato nell'Articolo 10.

ARTICOLO 8
ATTREZZATURA

La proprietà dell'attrezzatura, del materiale e delle forniture finanziate nell'ambito del Progetto, in seguito al completamento operativo dello stesso, sara' trasferita

- Al Ministero delle Finanze/Istituto Finanziario

Qualora si faccia un uso scorretto dell'attrezzatura acquistata per gli obiettivi concordati nell'ambito del presente Accordo, il GOI si riserva il diritto di recuperare la stessa, o il suo controvalore, dal MoF.

ARTICOLO 9
MONITORAGGIO E VALUTAZIONE

Il GOI e il MoF provvederanno congiuntamente ad effettuare il monitoraggio/valutazione/stima delle attività finanziate nell'ambito del Progetto di cui sopra. I costi relativi al monitoraggio/valutazione/stima delle attività verranno coperti dal Progetto.

ARTICOLO 10
REVISIONE DEI CONTI

La filiale libanese di un'azienda di *auditing* riconosciuta a livello internazionale sara' selezionata secondo le procedure stabilite nell'articolo 6.5 e si occuperà della revisione contabile di tutte le procedure di appalto e delle transazioni finanziarie riguardanti l'attuazione del Progetto nel momento in cui il 100% del budget è stato speso. I costi relativi alla revisione contabile verranno coperti dal Progetto.

ARTICOLO 11
VISIBILITA'

Il MoF utilizzerà, unitamente al proprio, anche il logo ufficiale e il nome del GOI al fine di fornire adeguata visibilità alle attività di Progetto. Il MoF provvederà a riconoscere il contributo del GOI al Progetto in ogni tipo di pubblicità riguardante lo stesso.
Il MoF si riserva il diritto di utilizzare, ove necessario, il proprio logo in maniera indipendente previo consenso scritto del GOI.

ARTICOLO 12
ANTI-CORRUZIONE

Le Parti non offriranno a nessuna parte terza, ne' cercheranno, accetteranno o si faranno promettere direttamente o indirettamente per loro stesse o per altri, regali o vantaggi che costituiscono o potrebbero costituire una pratica illegale o corrotta.

ARTICOLO 13
ENTRATA IN VIGORE E DURATA

Il presente Accordo entrerà in vigore alla data della seconda notifica per mezzo della quale le Parti si informeranno dell'espletamento delle rispettive procedure interne. Il presente Accordo rimarrà valido fino all'adempimento di tutti gli obblighi assunti da entrambe le Parti, incluse tutte le attività progettuali indicate nell'Accordo.

ARTICOLO 14
CONCLUSIONE DELL'ACCORDO

1. Il MoF provvederà a notificare al GOI l'avvenuta conclusione delle attività di Progetto.

2. A dispetto dell'avvenuta conclusione del Progetto, il MoF continuerà a trattenere i fondi non utilizzati fino a quando tutti gli impegni di spesa incorsi durante l'attuazione del Progetto non siano stati ottemperati, e le attività di progetto non abbiano avuto una regolare conclusione.

3. Una volta concluso il Progetto, gli eventuali importi del contributo che non siano stati utilizzati, come messo in evidenza dal rendiconto finanziario, verranno rimborsati al GOI, fatto salvo che le Parti non convengano altrimenti.

4. Il MoF garantirà che i fondi siano utilizzati esclusivamente per il raggiungimento degli obiettivi indicati nel presente Accordo, assicurando un utilizzo trasparente ed efficace dei fondi. Il MoF prenderà inoltre ogni provvedimento necessario per prevenire ogni abuso e uso illecito del contributo italiano. Qualora si riscontri che sia stato fatto un cattivo uso dei fondi, con un impiego non appropriato degli stessi rispetto agli ambiti indicati nel presente Accordo, il MoF provvederà a rimborsare l'importo speso non correttamente.

ARTICOLO 15
CESSAZIONE DELL'ACCORDO

1. Il presente Accordo potrebbe cessare nei seguenti casi:
   a. Qualora una delle due Parti non adempia, non esegua o venga meno agli obblighi concordati nel presente Accordo, l'altra Parte ha il diritto di porre termine all'Accordo, previa comunicazione trasmessa per iscritto, con effetto immediato.
   b. Qualora dovessero verificarsi eventi di *force majeure* (disastri naturali, etc.) che impediscano in forma permanente di dare esecuzione all'Accordo, una delle Parti potrà porre termine all'Accordo dal momento in cui diventa impossibile darne esecuzione.
2. Nel caso di cessazione anticipata del presente Accordo, il MoF fornirà al GOI una relazione e un rendiconto finanziario conclusivi. Tutte le rate versate dal GOI e il materiale acquistato con i fondi del GOI che non siano stati impegnati per il Progetto, verranno restituiti al GOI entro tre mesi a partire dalla cessazione anticipata.
3. Il relativo scambio di lettere pertinenti ad uno dei casi indicati nel presente articolo costituirà parte integrante dell'Accordo.

ARTICOLO 16
SOSPENSIONE DELLE ATTIVITA'

1. In caso di conflitti, disastri naturali o disordini che impediscano la temporanea attuazione del Progetto, le attività verranno sospese fino al momento in cui le condizioni per la ripresa del Progetto saranno ristabilite.

2. Qualora dovessero sorgere delle controversie in relazione al presente Accordo, il GOI mantiene il diritto di sospendere, unilateralmente, l'esecuzione dell'Accordo fino al momento in cui una soluzione è stata trovata tra le Parti, in conformità con l'articolo 17.

3. Nel caso in cui la causa della sospensione dovesse persistere oltre un lasso ragionevole di tempo, il GOI porrà termine all'Accordo attraverso le vie diplomatiche, fornendo al MoF un preavviso di trenta giorni.

4. Il relativo scambio di lettere costituirà parte integrante del presente Accordo.

ARTICOLO 17
RISOLUZIONE DELLE CONTROVERSIE

Qualsivoglia disputa, controversia o reclamo derivante o in relazione con il presente Accordo, o la violazione, cessazione o invalidità dello stesso, verranno risolte in maniera amichevole attraverso il negoziato tra le Parti.

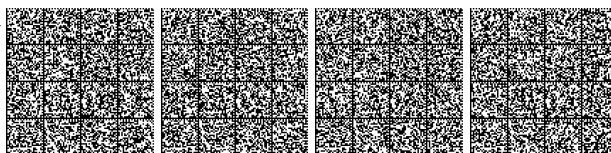
ARTICOLO 18
COMUNICAZIONE

Tutte le comunicazioni e le informazioni relative alle attività di progetto, le relazioni, e altra eventuale documentazione dovranno essere indirizzati a:

Il MoF
Riyad El Solh Square
MOF Building
Beirut, Lebanon

Ambasciata d'Italia:
Rue du Palais Presidentiel
29022633 - Baabda
P.O. Box 57 – Baabda
Beirut – Libano

ARTICOLO 19
EMENDAMENTI DELL'ACCORDO

Le Parti possono, in qualsiasi momento, apportare emendamenti e/o integrazioni al presente Accordo (inclusi gli Allegati) previo mutuo consenso espresso ufficialmente per iscritto (Nota Verbale).

ARTICOLO 20
ALLEGATI

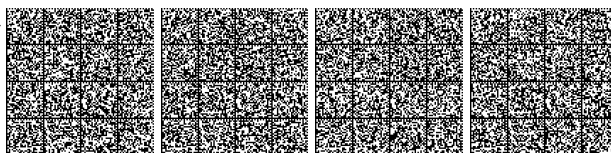
Il presente Accordo è composto da 20 (venti) Articoli e due Allegati. Gli Allegati sono i seguenti:

1. Allegato 1: Allegato Tecnico;
2. Allegato 2: Criteri di Eleggibilità, clausole etiche, principi generali contrattuali.

Gli Allegati costituiscono parte integrante dell'Accordo.

IN FEDE DI CHE, i sottoscritti Rappresentanti, debitamente autorizzati, hanno firmato il presente Accordo, in doppia copia, in lingua inglese.

Beirut, 3.5. 2009

| --- | --- |
| **Gabriele Checchia** | **Raya Haffar El-Hassan** |
| *Ambasciatore della Repubblica Italiana* | *Minister of Finance* |

6511/P/172120

Ministero degli Affari Esteri

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Federale Democratica di Etiopia ed ha l'onore di riferirsi all'Accordo per l'implementazione del Programma: "Contributo italiano al Programma di sviluppo del settore sanitario (HSDP) -2010-2012", firmato a Addis Abeba il 10 novembre 2010.

Il Ministero degli Affari Esteri ha l'onore di accusare ricezione della Nota Verbale n.4.2/629/03 del 19 maggio 2011 con la quale codesta Ambasciata rende noto che, le procedure richieste dall'ordinamento interno etiope per l'entrata in vigore dell'Atto sopra indicato, sono state portate a termine.

Avendo il Ministero degli Affari Esteri già effettuato la propria notifica, tramite Nota Verbale n. 6511/P/109485 del 14 aprile 2011, l'Accordo è entrato in vigore il 19 maggio 2011, data dell'ultima notifica ai sensi del primo comma dell'art. 17.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Federale Democratica di Etiopia gli atti della sua più alta considerazione.

Roma, lì 15 GIU. 2011

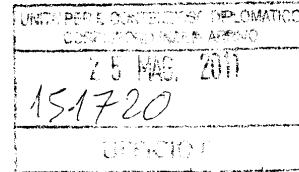
All'Ambasciata

della Repubblica Federale Democratica di Etiopia

Via Andrea Vesalio 16

00161 ROMA

19/05/2011 17:08 064403676 AMB_ETIOPIA PAG 01/01

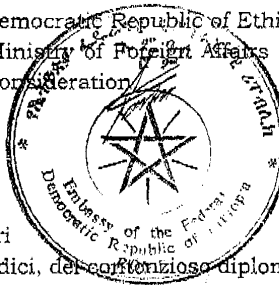
EMBASSY OF THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA ROME

NO. 4.2/629/03

DATE 19 May 2011

NOTE VERBAL

The Embassy of the Federal Democratic Republic of Ethiopia presents its compliments to kindly to the Ministry of Foreign Affairs of the Republic of Italy and has the honor to refer the latter's Note Verbal ref. No. 6511/P/109485 dated 14 April 2011 regarding the Bilateral Agreement for implementation of the "Health Sector Development programme (HSDP)-2010-2012" which was signed on 10 November 2011 in Addis Ababa between the two countries.

In this connection, the Embassy wishes to inform the Ministry that the internal procedures of Ethiopia, required for the above mentioned agreement to be put into force, have been completed for immediate implementation of the Agreement.

The Embassy of the Federal Democratic Republic of Ethiopia avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Republic of Italy the assurances of its highest consideration.

To: Ministero degli Affair Esteri
Servizio per gli affari giuridici, del contenzioso diplomatico e dei trattati
Piazzale della Farnesina, 1
Roma

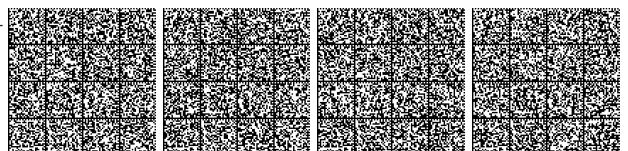
C.C. Ministero degli Affari Esteri
Direzione Generale per la cooperazione allo Sviluppo
Ufficio IV
Piazzale della Farnesina, 1
Roma

C.C. Embassy of the Republic of Italy
Addis Ababa

VIA ANDREA VESALIO, 16-18
00161 ROME, ITALY
E-MAIL: info@ethiopianembassy.it

Please quote our Ref. No. when Replying

WEB SITE: www.ethiopianembassy.it

TEL. 0039-6-44.16.161
FAX 06 4403676
CONSULAR SECTION
FAX 06 44291715
E-MAIL: consular@ethiopianembassy.it

14.

Addis Abeba, 10 novembre 2010

Accordo tra il Governo della Repubblica italiana e il Governo della Repubblica Federale Democratica di Etiopia per l'implementazione del Programma «Contributo italiano al Programma di sviluppo del settore sanitario (HSDP) 2010-2012)»

Entrata in vigore il 19 maggio 2011

6511/P/109485

Ministero degli Affari Esteri

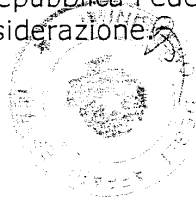
NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Federale Democratica di Etiopia ed ha l'onore di riferirsi all'Accordo per l'implementazione del Programma: "Contributo italiano al Programma di sviluppo del settore sanitario (HSDP) -2010-2012", firmato a Addis Abeba il 10 novembre 2010.

Il Ministero degli Affari Esteri ha l'onore di notificare con la presente che da parte italiana sono state portate a termine le procedure richieste dall'ordinamento interno per l'entrata in vigore dell'Atto sopra indicato.

Il Ministero degli Affari Esteri resta in attesa di ricevere comunicazione che anche da parte della Repubblica Federale Democratica di Etiopia sono state completate le procedure interne previste dalla propria legislazione.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica Federale Democratica di Etiopia gli atti della sua più alta considerazione.

Roma, lì 14 ...

All'Ambasciata

della Repubblica Federale Democratica di Etiopia

Via Andrea Vesalio 16

00161 ROMA

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF ITALY

AND

THE GOVERNMENT OF THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

For the implementation of the Programme:

"Italian Contribution to the Health Sector Development Programme (HSDP) – 2010 – 2012"

The Government of the Republic of Italy (hereinafter referred to as "GOI") and the Government of the Federal Democratic Republic of Ethiopia (hereinafter referred to as "GOE") hereinafter referred to as the "Parties", have decided to enter into this Agreement (hereinafter referred to as the "Agreement"):

WHEREAS Italy, together with Ethiopia and other Partners, is engaged in the framework of the Global Campaign for the achievement of the Millennium Development Goals and has signed, in August 2007, the "International Health Partnership (IHP) Global Compact" and, in August 2008, the "Ethiopia IHP Country Compact". These processes are the follow up of the Paris Declaration principles i.e. National ownership, Alignment with national systems, Harmonization between agencies, Managing for results and Mutual accountability with the aim of increasing the aid effectiveness in the health sector;

WHEREAS the Minutes of the Annual Review Meeting (hereinafter referred as to "ARM") of the Ethio – Italian Country Programme, held in Addis Ababa on April 21st, 2009 confirmed that Ethiopia is globally considered one of the most performing countries in the process of donors' harmonization and aid-flows alignment.

WHEREAS in the ARM the Italian Development Cooperation is committed to support and actively participate in the harmonization process and, with specific regard to the Health Sector, is strongly motivated to sustain and contribute to the process;

WHEREAS under the Ethio-Italian Cooperation Framework 2009-2011 (hereinafter referred to as CF) signed in Addis Ababa on April 21st, 2009 by the Ministry of Finance and Economic Development (hereinafter referred to as

MoFED) for the Ethiopian side and by the Italian Ministry of Foreign Affairs for the Italian side, it was agreed that the health sector will continue, considering the good level of effectiveness, innovation and sustainability, to enforce the process of harmonization among Development Partners and alignment with the Government Procedures;

WHEREAS under the CF, it is agreed that the amount of 17,148,400 Euro in grant will be allocated to the health sector and will be channelled to support mainly the following:

a) the Multi-donor Trust Fund, administered by the World Bank, denominated "Protection of Basic Services II Fase" (hereinafter referred to as PBS II), where Italy offers a contribution to the Sub-Programme B which is the Component dedicated to the Health sector;

b) the MDG fund, directly managed by the Federal Ministry of Health and, the Health Information System;

c) the Health Pooled Funds to: 1. UNICEF for the Health Population and Nutrition and to 2. UNFPA for Regional HIV/AIDS Prevention and Control Office;

WHEREAS for the year 2010 and 2011, it is agreed that the amount of 8,200,000 Euro in grant will be allocated to the following:

a) MDG fund, directly managed by the Federal Ministry of Health using GOE procedures;

b) Health Service Delivery at regional level as support to the Regional Health Bureaus of Oromia and Tigray;

c) Technical assistance

WHEREAS throughout appraisal activities jointly carried out in January and February 2010 by the experts of the Directorate General for Development Cooperation of the Italian Ministry of Foreign Affairs (hereinafter referred to as "MAE/DGCS") and by the Federal Ministry of Health and the Tigray and Oromia Regional Authorities, the Programme Implementation Document (hereinafter referred to as "PID") for the initiative named "Italian Contribution to the Health Sector Development Programme (HSDP) - 2010 - 2012" (hereinafter referred to as the "Programme") has been prepared, endorsed by MoFED and sent to the Embassy of Italy in Addis Ababa with a request for financing on April 27, 2010;

WHEREAS the Board of the Italian Development Cooperation has approved the financing of the Programme on June 17, 2010.

The Parties hereby agree as follows:

ARTICLE 1

SCOPE AND CONTENTS OF THE AGREEMENT

1. The present Agreement is aimed at:

   - establishing the mutual obligations of the Parties concerning the implementation of the Programme;
   - defining crediting, disbursement, procurement, monitoring, evaluation and reporting procedures.

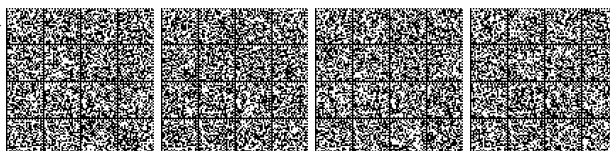
2. This Agreement consists of the present text, the PID hereto attached in Annex A, the MDG Fund "Joint Financing Arrangement" hereto attached in Annex B, the "Health Harmonization Manual" hereto attached in Annex C and the "Eligibility criteria, ethic clauses and contract general principles" document hereto attached in Annex D.

ARTICLE 2

PROGRAMME OBJECTIVES

The **General Objective** of the Programme is to improve the health status of Ethiopian population according to HSDP and in line with the health Millennium Development Goals.

The **Specific Objective** of the Programme is the increase of the coverage and the improvement of the quality of promotive, preventive, and curative health services and strengthening the capacity of generating and using strategic information (HMIS) in the Country by contributing to the sector budget support via the MDG Fund, contributing to the development of Human Resource for Health (HRD) and improving the delivery of quality health services.

The Programme contributes to the MDG 4, Target 4A, MDG 5, Targets 5A and 5B and MDG 6, Targets 6A, 6B and 6C, adopted by the Universal Access Plan of the Government of Ethiopia.

ARTICLE 3

FINANCIAL CONTRIBUTIONS BY THE PARTIES

In order to carry out the activities agreed between the Parties in the PID, the financing resources assigned to the Programme will be as follows:

By GOI:

The total financial contribution of the GOI for the Programme consists in a grant (hereinafter referred to as the "Grant") of Euro 8,200,000, divided according to the following components:

Component 1 – Euro 2,900,000, financed under the Channel 1b option of the HSDP[1], for the MDG Fund as Sector Budget Support at MOH;

Component 2 - Euro 3,500,000 financed under the Channel 2 option of the HSDP divided according to the following sub-components:

a) Euro 1,150,000 to Oromia Health Bureau for Health Service Delivery;

b) Euro – 2,350,000 to Tigray Health Bureau for Health Service Delivery.

Component 3 – Euro 1,800,000 financed under the Channel 3 option of the HSDP divided as follows:

a) Euro 1,200,000 for Technical Assistance;

b) Euro 600,000 for Operational Costs.

By GOE:

For the Component 1 (Channel 1b), the GOE shall ensure appropriate management of funds according to the MDG Fund Joint Financing Arrangement, in Annex B;

For the Component 2 (Channel 2), the funds provided by GOI, are meant to complement the funds already provided by MOH, RHBs of Oromia and Tigray respectively. Thus, the GOE shall ensure that the MoH, Regional Health Bureaus of Oromia and Tigray provide regular human, financial and logistic resources necessary for the execution of the activities specified in the PID;

For the Component 3 (Channel 3), no contribution is foreseen by GOE.

[1] Channel 1b, 2 and 3 are defined in the Annex C, Health Harmonization Manual

Moreover VAT and other taxes, duties, clearing and storage charges and any other levies to be paid in Ethiopia for the execution of the programme activities shall be borne by GOE.

ARTICLE 4

INSTITUTIONS AND BODIES INVOLVED IN THE IMPLEMENTATION OF THE AGREEMENT

The main Institutions and Bodies involved in the implementation of the Agreement are:

1. For the GOE side:

   The MoFED, representing the GOE as counterpart of the GOI for this Agreement;

   The MOH as the Executing Agency of the Programme at federal level for the Programme Components 1 and 2;

   The Regional Health Bureaus (hereinafter referred to as RHBs) of Oromia and Tigray which act as delegated Executing Agencies for the Programme at regional level for the Components 2a and 2b respectively;

   The National Bank of Ethiopia (hereinafter referred as NBE) acting as administrator of the following "Special Accounts":

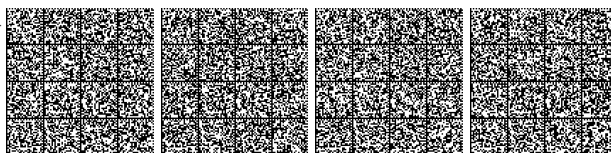
   - For the Component 1, an account denominated "Ministry of Health MDG Pool Fund" in USD into which the signatory Development Partners shall transfer agreed funds;

   - For the Component 2, an account denominated "MOH Italian Contribution to HSDP" in Euro currency;

   The Regional Commercial Banks (hereinafter referred as RCB), acting as administrators of the Regional Special Accounts in Ethiopian Birr opened by the concerned Regional Health Bureaus upon MOH's request.

2. For the GOI side:

   The MAE/DGCS, representing the GOI for the Agreement and acting as Financing Agency of the Programme. Regarding the Component 3 of the Grant (Technical Assistance), it acts both as Financing Agency and Executing Agency.

   The MAE/DGCS is represented in Ethiopia by the Italian Embassy – Italian Cooperation Office (hereinafter referred to as UTL) which is locally responsible for the bilateral cooperation activities between Italy and Ethiopia.

The Parties having properly informed all the above-mentioned Institutions and Bodies will provide them with a copy of the present Agreement. The Parties will ensure that such Institutions and Bodies will fulfil, for what concerns to each of them, the obligations of the Agreement.

ARTICLE 5

GOVERNANCE OF THE PROGRAMME

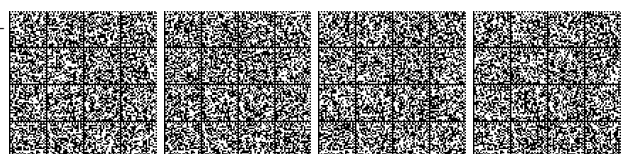
The Project shall operate within the regular framework of the HSDP. For what concerns governance of Component 1, this will follow exactly the mechanisms agreed by all Development Partners in the Annex B of this Agreement.

1. The **TAMU**. In order to facilitate an effective implementation of the Programme, a Technical Assistance, Research and Monitoring Unit (hereinafter referred to as TAMU) shall be established in support of the MOH's and RHBs' operations. Among other activities, the TAMU will support the MOH and the RHBs in research and studies' activities. The TAMU will be staffed with Italian experts designated by MAE/DGCS, in agreement with the MoH, local experts and support personnel, constituting the TAMU's Team. The TAMU shall be located outside the MoH facilities and the relevant equipment and running costs, office rent and personnel salaries, shall be financed through the relevant funds specifically provided for under the Component 3. In order to optimize costs and improve effectiveness, the TAMU will utilize office premises, equipment and vehicles belonging to the "Italian Contribution to HSDP" and the "Italian Contribution to PBS II – Sub-programme B" initiatives. Tasks, responsibilities and staff of TAMU are described in the Chapter 3.1 of the PID.

2. The **PIC**. The General Director of the Policy, Planning and Finance General Directorate of the MoH (hereinafter referred to as the "PPF/GD") will be designated by the MoH as the Person in Charge of the management of the funds of the Component 2 provided under the present agreement. The PIC will be the direct counterpart of the TAMU's Italian Expert (hereinafter referred to as the "IE") and will be supported by TAMU's Team. Concerning the day-by-day management of activities financed under Component 2, the PIC will act in regular consultation and agreement with the IE. In particular, the PIC endorses the Plans of Action (hereinafter referred to as the "PoA") , their changes and the Reports, if complying with the PID, for approval by the IE and subsequent transmission to MAE/DGCS, when necessary, after being reviewed by UTL;

3. The **MOH**. The MoH will act as Executing Agency for the Components 1 and 2 through its PPF/GD.

4. The **RHBs**. The RHBs of Oromia and Tigray will act as Sub-executing Agencies and will carry out the activities to be implemented at local level with the support of the TAMU.

5. The **Steering Committee**. The Steering Committee (hereinafter referred to as "SC") will be the guarantor of the governance of the Programme and the relevant decision making

body. It will be constituted by 6 members representing MoFED, UTL, RHB of Oromia and Tigray, PPF/DG and TAMU. All the decisions of the SC must be unanimously taken. SC meets whenever necessary, under request of one of its members or at any time decisions are required.

6. The **Programme Review Meetings**. Programme Review Meetings (hereinafter referred to as "PRM") shall be called by the SC. The SC members shall attend the PRM which shall review the progress in the implementation of the Programme. A PRM will take place six months after the beginning of the Programme activities, at mid term and at the termination of the Programme and, in any case, at least once a year.

The Programme Implementation Schedule shall be detailed within the relevant PoAs.

The relevant Programme management structure is described in detail, including tasks and responsibilities, in the PID.

ARTICLE 6

CREDITING MODALITIES

The GOI under this Agreement commits itself to provide financial resources as indicated in the Article 3.

1. **Bank Accounts**. The financial resources provided by the GOI for the Component 1, under the present Agreement, will be transferred to the Special Account "Ministry of Health MDG Pool Fund".

   The financial recourses provided by the GOI through the Component 2 under the present Agreement, will be transferred to the Special Account "MOH – Italian Contribution to the HSDP". The funds under this component (sub-components 2a and 2b) will be transferred by MoH to the Regional Commercial Banks accounts, opened by Regional Health Bureaus as described in Article 4 of the present Agreement.

   The financial recourses for Component 3 of the Italian Grant will be directly executed and managed by MAE/DGCS according to its internal disbursement, procurement and reporting procedures.

2. **Instalments**. Upon entering into force of the present Agreement, MAE/DGCS will transfer the funds, in two instalments, according to the following scheme:

	COMPONENTS	1st instalment	2nd instalment	Total	Channel		Remarks
1	Contribution to MDG Fund	2,900,000	0	2,900,000	1b	2,900,000	Managed by MoH according to JFA
2a	Oromia HB for Service delivery	500,000	650,000	1,150,000	2	3,500,000	Managed by Oromia HB under the direction of PPF/GD
2b	Tigray HB for Service delivery	1,250,000	1,100,000	2,350,000			Managed by Tigray HB under the direction of PPF/GD
	Sub-total instalments for the Component 2	**1,750,000**	**1,750,000**	**3,500,000**			
3	Technical Assistance	600,000	600,000	1,200,000	3	1,800,000	Managed by MAE/DGCS
	Operational costs	300,000	300,000	600,000			
	TOTAL Components 1, 2 & 3	**5,550,000**	**2,650,000**	**8,200,000**			

Channel 1b - **EURO 2,900,000** for the MDG Fund as for the Sector Budget Support at Federal Level. This amount shall be directly transferred to the Special Account "Ministry of Health MDG Pool Fund" and will be managed by MoH using Government's procedures as for This amount will be transferred in one single instalment at the entering into force of this Agreement. For Channel 1b is not foreseen a second instalment.

Channel 2 – **EURO 3,500,000** for the Health Service Delivery at regional level.

This amount shall be transferred to the Special Account of "MoH Italian Contribution to HSDP" and then:

> **Euro 1,150,000** transferred by MoH and managed by the Regional Health Bureau of Oromia in two instalments: 1) the first one of Euro **500,000** and 2) the second one of **Euro 650,000**.
>
> And
>
> **Euro 2,350,000** transferred by MoH and managed by the Regional Health Bureau of Tigray in two instalments: 1) the first one of **Euro 1,250,000** and 2) the second one of **Euro 1,100,000.**

The instalments for Channel 2 will be as follow:

First instalment – Euro 1,750,000;

Second instalment – Euro 1,750,000.

Channel 3 – **EURO 1,800,000** of which 1) **Euro 1,200,000** dedicated to the Technical Assistance and 2) Euro 600,000 dedicated to funds to be spent locally. The above mentioned funds are disbursed by the GOI and directly managed according to MAE/DGCS procedures.

3. Crediting procedures

Crediting NBE of first installment under Channels 1b and 2.

Upon entering into force of this Agreement, the following pre-conditions have to be fulfilled prior to the start up of the crediting procedure by MAE/DGCS of the first instalment:

a) MoH and RHBs shall have opened respectively the SAs and the RCB accounts and informed the UTL regarding the details of the Banks accounts.

b) MoH shall have nominated the PIC

c) MAE/DGCS shall have recruited the IE, the Monitoring and Coordinating expert and the Administration expert;

d) The MoH assisted by the TAMU, shall have prepared, according to the Budget and to the relevant provisions of the PID, the PoA for the first year of operation of the Component 2. Such PoA should be consistent with the allocation for the first year and should indicate the amounts to be spent by Region and by component. Such PoA shall be endorsed by the PIC and forwarded to the IC for approval.

e) The MoH shall ask the PIC to submit a specific first instalment request countersigned by the IE and based on the above mentioned PoA, to the MAE-DGCS through the Italian Embassy for the start up of the crediting procedures.

The crediting by MAE/DGCS to NBE of the second instalment, for what concerns the Channel 2, according to the Budget detailed in Chapter 2 of the PID, shall take place:

a) Not within the same Italian Fiscal Year (from January to December) of the crediting of the previous instalment.

b) Not before 30% of the amount of the previous instalment has been spent and at least 50% of the previous instalment (Euro 1,750,000) has been committed.

c) After an Instalment Request Report (hereafter referred as "IRR") has been approved by the SC and submitted to UTL by the PIC through the IE. The IRR

follows the same structure of the Semi-Annual Reports (hereafter referred to as "SAR") as detailed in article 7.1 of this Agreement.

d) The IRR must show that at least 30% of the amount of the previous instalment (Euro 1,750,000) has been spent for eligible purposes and at least 50% committed for eligible purposes.

e) The IRR must include the second PoA, approved by the SC.

f) After MAE/DGCS has verified the correctness and comprehensiveness of the IRR, in line with the provisions of article 7 of this Agreement.

ARTICLE 7

ACTIVITIES AND FINANCIAL REPORTS

For what concerns activities and financial reports under the Channel 1b funds (MDG Fund), refer to Annex B (Joint Financing Arrangement, Chapters 10, 11 and 12) of the present Agreement.

For what concerns activities and financial reports under the Channel 2 funds:

1. The Plan of Action – Before the receipt of the first instalment of the Component 2, the PPF/GD and the RHBs, with the support of the TAMU, will prepare the Plan of Action (hereinafter referred to as "POA") of the first instalment, in line with the provisions of chapter 3.4 of the PID. The POA shall be submitted to the PIC for endorsement and subsequently approved by the IE. The second PoA shall be based on unspent funds of the first instalment and the funds of the second instalment. It shall be prepared and approved following the same procedure of the first POA and it shall serve as requirement for the crediting of the second instalment, according to the provisions of Article 6 of this Agreement.

2. Every six months, Semi Annual Reports shall be prepared by the RHBs and PPF/GD. If complying with the PID, the reports will be endorsed by the PIC, and subsequently transmitted to the IE for approval and transmission to MAE/DGCS through the UTL. The IE and the UTL can add to the SARs their own comments.

3. The SARs shall include two sections reporting the description of the activities carried out (first section) and the relevant financial, administrative, procurement information (second section).

4. The IRR shall be used to request planned instalments and follows the same structure of the SARs. In case that the IRR does not correspond to the time of the submission of the SAR, the IRR shall consolidate the previous semi annual report and include information

over the additional reporting period on activities and disbursement, according to the PoA and the PID.

5. Day-by-day monitoring activities of the Programme will be responsibility of the RHBs and the PIC, assisted by TAMU.

6. The PIC is responsible for maintaining an updated accounting system that contains records and controls to ensure the accuracy and reliability of Programme financial information and reporting. The accounting system shall also ensure that supporting documents (statements of expenditure, bidding documents, contract documents etc.) are properly identified and that approved/amended budgetary lines are not exceeded. The original documents must be kept in the respective PPF/GD and RHBs offices and will be made available to the TAMU upon request. The accounting system and/or record keeping must track the advances received and the expenditure records by the Programme. Financial reports, statement of the executed expenses and contracts shall be presented to SC whenever required.

ARTICLE 8

EXTERNAL AUDITING AND EVALUATION ACTIVITIES

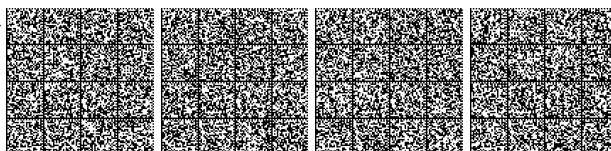
Parties will have the right to perform, at their own expenses, all the evaluation, control and auditing activities that shall be deemed necessary in addition to those already foreseen in the PID. Joint (ongoing, final and ex-post) evaluation activities can be organized by MAE/DGCS through its UTL office and MOH whenever deemed appropriate. For what concerns the auditing and evaluation activities of the Component 1, those are described in the MDG Fund Joint Financing Arrangement, at the chapter 12, Annex B, of this Agreement.

ARTICLE 9

UTILIZATION OF THE GRANT

Reallocation of funds

1. Component 1, having only one budget line, is not subject to reallocation of funds.

2. For the Component 2 of the Grant, budget lines reallocations in respect to the Programme budget in Euro, detailed in chapter 2 of the PID, are allowed during the preparation of each PoA and within the limits and subject to the conditions established in the following articles. Requests for reallocations will be submitted by the PIC to the TAMU for no-objection advice according to the following conditions:

a) Budget lines reallocations, up to a maximum of +/- 25% of the original agreed amount of each budget line within the PID Budget, are allowed and do not require this Agreement to be amended. The TAMU is allowed to approve reallocations which do not require this Agreement to be amended according to the conditions in the present Article 9.2.

b) Budget lines reallocations exceeding the +/- 25% of the original budget line amounts of the PID and within the total PID budget shall be submitted, through UTL, to MAE/DGCS in Rome for prior written approval. Budget reallocations approved by MAE/DGCS do not require this Agreement to be amended.

c) All Budget line reallocation shall be carefully reflected in the Project Reporting documents mentioned in the Article 7 hereto.

3. For what concerns the funds of the Component 3 the MAE/DGCS will follow its own reallocation procedures.

Procurement procedures

4. For what concerns the funds of the Component 1 the procurement procedures will be those of the GOE established for the management of the MDG funds.

5. For what concerns the funds of the Component 2 the procurement procedures will be those indicated in the Chapter 3.3 of the PID.

6. For what concerns the funds of the Component 3 the MAE/DGCS will follow its own procurement procedures.

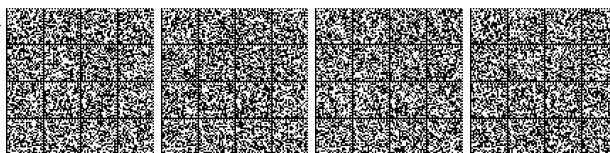
The procurement procedures must also meet the eligibility criteria for contractors, eligible and ineligible costs, ethical clauses, contract general principles reported in Annex D of this Agreement.

Interests and savings

Any interest generated in the SA and in the RCBs and/or savings shall be used for the same purposes and with the same procedures outlined in this Agreement.

ARTICLE 10

OBLIGATIONS FOR ETHIOPIA

1. MoFED shall ensure that the Italian funds are properly and timely accounted within the budget for the due fiscal year.

2. The MoFED shall communicate to the UTL, upon the entry into force of the present Agreement, bank accounts details according to what described in article 6 of this Agreement.

3. MoFED shall make sure that all the Ethiopian bodies and institutions involved in the Project implementation will observe the provisions of this Agreement, in particular that financial and technical reports, necessary for funds disbursements, shall be timely submitted to MAE/DGCS according to articles 6 and 7 of this Agreement.

4. In case there is a need for hard currency as per contract agreement for import of goods for the projects, MoFED, shall facilitate the provision of hard currency for the contractors in line with the provisions of this Agreement.

ARTICLE 11

OBLIGATIONS FOR ITALY

1. GOI shall disburse the total amount agreed according to the procedures described in article 6 of this Agreement.

2. GOI shall accomplish all the required activities for the supervision, monitoring and evaluation of the Programme. It shall dedicate particular attention to the efficiency for funds utilization and to the effectiveness of programme implementation, according to the PID.

3. GOI shall report to MoFED about the funds disbursed for the Programme, including funds under Component 3, within the usual quarterly reporting of the Italian Development Cooperation initiatives in Ethiopia.

ARTICLE 12

SETTLEMENT OF DISPUTES

Any dispute between the Parties arising out of the implementation of this Agreement shall be settled amicably by consultations or negotiations between the Parties through diplomatic channels.

ARTICLE 13

IMPEDIMENTS AND FORCE MAJEURE

1. In case of impediments to implement this Agreement due to case of force majeure such as war, flood, fire, typhoon, earthquake, labour conflicts and strikes, civil unrest acts of any government, unexpected transportation difficulties and other cases which will be recognised by both Parties upon agreement as force majeure according to practice or in case of peril or unsafe conditions for the expatriate personnel, the following provisions shall apply:

2. In case that the duration of the impediment to the implementation of the Programme is less than six months, the use of the funds shall be suspended until MAE/DGCS authorises resumption of activities.

3. In case the duration of the impediment to the implementation of the Programme is greater than six months, the Project shall be suspended and the residual funds shall be maintained until the impediment finishes and MAE/DGCS authorises resumption of the Programme activities.

ARTICLE 14

PREVENTION OF ABUSE AND ILLEGAL USE OF FUNDS

MoFED, MOH and RHBs shall ensure that the funds provided by GOI under this Agreement will be used strictly in accordance with the provisions of this Agreement. MoFED, MOH and RHBs commit themselves to take all reasonable measures to ensure an efficient administration of the aforementioned funds and prevent any abuse and illegal use thereof.

ARTICLE 15

RESOLUTION OF THE AGREEMENT

1. MAE/DGCS reserves the right to resolve this Agreement in the following cases, due to severe fault by MoFED, MoH and RHBs i.e.:

   a) Unmotivated and prolonged delays in the use of the funds such to threat the achievement of Programme objectives.

   b) The use of the funds for reasons different than those included in this Agreement and its annexes or its amendments.

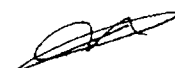
c) Severe mismanagement of the funds.

d) In the event of failure to implement, or to report on, the program in a manner consistent with the terms of this Agreement.

e) In case of impediment or force majeure as per article 13 of this Agreement.

2. In case of the above mentioned severe fault, MAE/DGCS shall notify the event in writing to MoFED and MOH, inviting them to take the measures necessary to solve the fault within maximum sixty days from the date of the notification. Passed this time limit, MAE/DGCS reserves itself the right to terminate immediately this Agreement. In this case the provisions contained in article 12 of this Agreement shall apply.

3. In the cases mentioned above, MAE/DGCS may decide unilaterally the termination of this Agreement notifying, through Verbal Note, MoFED with at least three months in advance. In all cases, after such notification, MoFED shall stop all activities of the Programme, unless otherwise agreed between the two Parties.

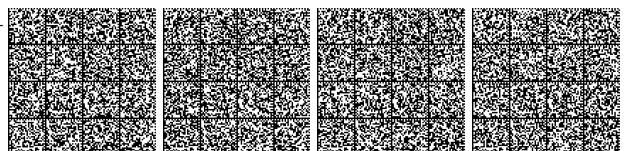
ARTICLE 16

AMENDMENT TO THE AGREEMENT

1. This document and its annexes constitute the entire Agreement between the Parties and may be altered or varied only by prior written agreement of the Parties and in full respect of its articles. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein or otherwise created by operation of law.

2. The Parties may amend this Agreement, including its Annexes, at any time by means of exchange of Verbal Notes between the Parties. The amendment shall come into force on the date of the second Verbal Note through which the Parties inform each other upon the completion of the relevant internal procedures.

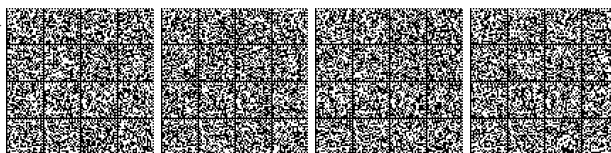
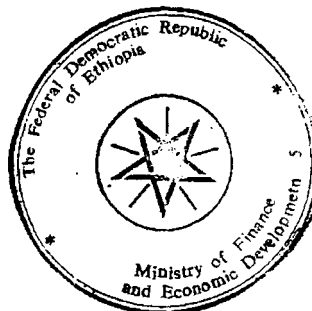
ARTICLE 17

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Agreement shall come into force on the date of the latest of the Verbal Notes through which the Parties inform each other upon the completion of the relevant internal procedures and shall remain in force until the complete use of the Grant.

2. The Agreement may be terminated by either Parties giving 3 (three) months written notice in advance, through the diplomatic channels, of its intention to terminate the Agreement.

In witness whereof the undersigned, being duly authorized by their respective Governments, have signed and sealed this Agreement in the English language in duplicate, both texts being equally authentic.

Done at Addis Ababa, on this 10th Day of November 2010

FOR THE GOVERNMENT OF THE REPUBLIC OF ITALY	FOR THE GOVERNMENT OF THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA
H. E. Renzo Mario Rosso Ambassador of Italy to Ethiopia	H. E. Ahmed Shide State Minister Ministry of Finance and Economic Development

15.

Roma, 12 settembre 2000

Accordo tra il Governo della Repubblica italiana e il Governo della Repubblica Federale di Nigeria in materia migratoria

Entrata in vigore 12 giugno 2011

ACCORDO TRA IL GOVERNO DELLA REPUBBLICA ITALIANA ED IL GOVERNO DELLA REPUBBLICA FEDERALE DI NIGERIA IN MATERIA MIGRATORIA

Il Governo della Repubblica Italiana ed il Governo della Repubblica Federale di Nigeria (di seguito denominate "le Parti Contraenti");

riaffermando la loro comune preoccupazione di combattere efficacemente l'immigrazione illegale dei rispettivi cittadini verso l'altro paese;

desiderando facilitare il rimpatrio delle persone illegalmente presenti sul territorio di una Parte Contraente verso quello dell'altra, e di trattare tali persone con dignità e nella salvaguardia dei loro diritti;

riferendosi ai principi della Convenzione sullo Status dei Rifugiati del 28 luglio 1951, come emendata dal Protocollo del 31 gennaio 1967;

hanno convenuto quanto segue:

Articolo I

Le Parti Contraenti si presteranno assistenza reciproca in materia migratoria nei termini fissati dal presente Accordo.

Articolo II

Nell'applicazione delle disposizioni del presente Accordo le Parti Contraenti tratteranno le questioni migratorie in conformità con le loro leggi e regolamenti nazionali.

Articolo III

1. Ciascuna Parte Contraente, allorché sia provata la nazionalità e su richiesta dell'altra Parte, ammette qualsiasi persona che non abbia titolo per far ingresso o soggiornare nel territorio dello Stato della Parte Contraente Richiedente.

2. La Parte Contraente Richiedente deve essere in grado di dimostrare che la persona è cittadino della Parte Contraente Richiesta.

3. Le motivazioni della richiesta di ammissione saranno indicate in una apposita comunicazione.

Articolo IV

1. Le procedure di rimpatrio saranno attuate senza il rilascio di un documento di viaggio se la persona in questione è in possesso di un passaporto nazionale o di altro documento di viaggio valido ed internazionalmente riconosciuto.

2. Le Parti Contraenti si scambieranno una lista di tali documenti.

3. In ogni caso il rimpatrio delle persone dovrà essere coordinato tra la Parte Contraente Richiedente e le Autorità consolari della Parte Contraente Richiesta.

4. La Parte Contraente Richiedente fornirà gli estremi del volo ed i dati della persona da rimpatriare almeno cinque giorni prima della data del rimpatrio.

Articolo V

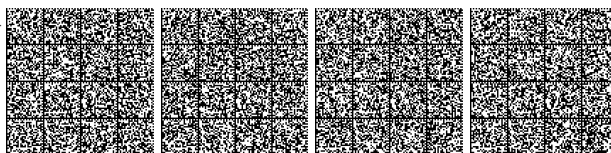
1. Qualora non siano presentati documenti nazionali riconosciuti, la persona da rimpatriare dovrà essere identificata e sarà emesso un documento di viaggio a suo nome come cittadino di una delle Parti Contraenti, dietro presentazione di uno dei seguenti documenti:

per la Parte nigeriana:

a) carta d'identità nazionale

b) certificato dello Stato di origine

c) patente di guida nazionale

d) documento di viaggio ECOWAS/certificato rilasciato dalle Autorità nigeriane.

per la Parte italiana:

a) passaporto italiano

b) carta d'identità per cittadini italiani;

c) tessera personale d'identità rilasciata ai pubblici dipendenti.

2. Il rilascio del documento di viaggio dovrà avvenire entro due (2) e quattro (4) giorni lavorativi dalla data di ricezione dei documenti di identificazione sopra menzionati.

Articolo VI

1. Nei casi in cui non sia possibile ottenere i documenti necessari per stabilire la nazionalità delle persone in questione, ma in cui sussistano elementi che rendano possibile presumerla, le Autorità della Parte Contraente Richiedente potranno domandare agli Uffici diplomatico-consolari della Parte Contraente Richiesta di collaborare nell'accertamento della cittadinanza della persona.

a) La persona sarà intervistata entro cinque giorni dalla data di ricevimento della richiesta.

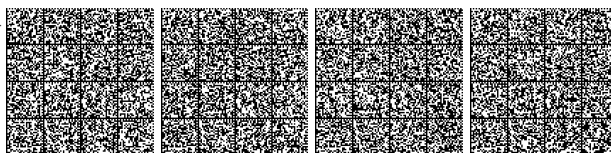
b) L'intervista avverrà nel luogo in cui si trova la persona, ma qualora ciò non sia possibile potrà essere condotta in altro luogo più opportuno.

c) L'esito dell'intervista dovrà essere comunicato alla Parte Contraente Richiedente entro un periodo da tre a cinque giorni.

d) Qualora la nazionalità della persona risulti confermata, sarà rilasciato un documento di viaggio valido trenta (30) giorni.

2. Le spese di viaggio sostenute dal rappresentante delle Autorità Consolari all'interno del territorio dello Stato della Parte Contraente Richiedente per l'intervista consolare, dovranno essere sostenute dalla Parte Contraente Richiedente.

Articolo VII

Le Parti Contraenti si forniranno reciproca assistenza per consentire l'identificazione di persone che sono cittadini sia italiani, sia nigeriani.

Articolo VIII

Se in base all'acquisizione di ulteriori elementi venisse dimostrato che la persona in questione non è cittadino della Parte Contraente Richiesta, la Parte Contraente Richiedente riammetterà la persona nel proprio territorio entro trenta giorni.

Articolo IX

L'attuazione delle misure di rimpatrio sopra elencate non pregiudicherà alcun diritto precedentemente acquisito.

Articolo X

Il rimpatrio eseguito in applicazione del presente Accordo non pregiudica la possibilità per le persone interessate di far rientro nel territorio della Parte Contraente che ne ha richiesto la riammissione qualora le stesse non siano rimpatriate a seguito dell'adozione di provvedimenti di espulsione

Articolo XI

Questo Accordo non pregiudica in alcun modo i diritti e gli obblighi che le Parti Contraenti possono aver contratto in base ad altri accordi, trattati, convenzioni o protocolli internazionali.

Articolo XII

1. Il Governo della Repubblica Italiana designa il Ministero dell'Interno della Repubblica Italiana ed il Governo della Repubblica Federale di Nigeria designa il Ministero degli Affari Interni della Repubblica di Nigeria quali Autorità competenti per l'applicazione del presente

Accordo e di ogni altra questione ad esso connessa.

2. Le Parti Contraenti si riservano il diritto di designare per iscritto in ogni momento altre Amministrazioni o appropriati Organismi in sostituzione di quelli designati nel presente articolo.

Articolo XIII

Qualsiasi controversia che possa sorgere in relazione all'interpretazione o all'applicazione del presente Accordo sarà risolta per via diplomatica.

Articolo XIV

1. Al fine di valutare e di assicurare la corretta applicazione del presente Accordo le Parti Contraenti si incontreranno, a richiesta di una delle Parti, alternativamente nei due Paesi.

2. Ai fini dell'attuazione del presente Accordo le competenti Autorità si scambieranno i seguenti documenti tramite canali diplomatici:

a) lista del personale diplomatico e/o consolare presente nel territorio della Parte Contraente Richiedente per il rilascio dei documenti di viaggio;

b) lista degli aeroporti che potranno essere utilizzati per il rimpatrio delle persone in questione;

c) scambio di ogni altra informazione che possa facilitare le comunicazioni o una corretta applicazione del presente Accordo.

3. Ciascuna Parte Contraente darà carattere di riservatezza a qualsiasi documento, informazione o dato ricevuto od in altro modo pervenuto in suo possesso in virtù dell'applicazione del presente Accordo e non fornirà tali documenti o copie di essi né tali informazioni o dati a chiunque ne facesse richiesta, senza il preventivo assenso scritto dell'altra Parte Contraente.

Articolo XV

Ai fini di una corretta attuazione del presente Accordo le Parti Contraenti stipuleranno protocolli applicativi.

Articolo XVI

Il Governo della Repubblica Italiana si impegna nei limiti delle proprie possibilità e risorse ad assistere il Governo della Repubblica Federale di Nigeria per quanto concerne:

a) l'assistenza tecnica su questioni migratorie;

b) formazione professionale di funzionari consolari e del servizio di immigrazione nigeriano;

c) cooperazione in materia di controllo dell'hiv/aids e di altre malattie a trasmissione sessuale, quale parte del processo di reinserimento e integrazione nella società delle persone interessate.

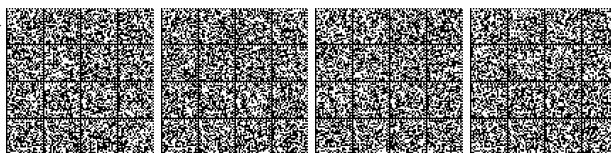
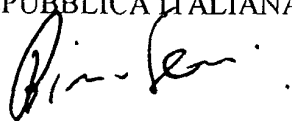
Articolo XVII

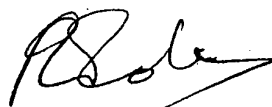
Qualsiasi emendamento o revisione del presente Accordo verrà effettuato per iscritto ed entrerà in vigore dopo la sua approvazione da parte di entrambe le Parti Contraenti.

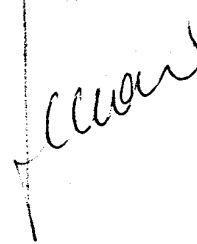
Articolo XVIII

Le Parti Contraenti non ricorreranno alla forza, tortura, crudeltà, trattamenti inumani o degradanti nell'attuazione del presente Accordo.

Articolo XIX

1. Il presente Accordo entrerà in vigore trenta giorni dopo la ricezione dell'ultima lettera di notifica con cui le Parti Contraenti si informano reciprocamente dell'avvenuto espletamento dei rispettivi adempimenti costituzionali per la sua entrata in vigore.

2. Il presente Accordo potrà essere denunciato da una delle Parti Contraenti mediante notifica di un preavviso di sei (6) mesi all'altra Parte Contraente.

3. Alla scadenza del presente Accordo le sue disposizioni e le disposizioni di eventuali protocolli separati, accordi o intese integrative stipulate a riguardo, continueranno a disciplinare qualsiasi impegno esistente non scaduto assunto o ad essi connesso, e tali impegni verranno attuati fino al loro completamento.

In fede di che, i sottoscritti rappresentanti, debitamente autorizzati dai rispettivi Governi, hanno firmato il presente Accordo.

Fatto a Roma il 12 settembre 2000 in due esemplari originali, ciascuno in lingua italiana ed inglese, i due testi facenti ugualmente fede. In caso di controversie circa l'interpretazione, prevale il testo inglese.

PER IL GOVERNO DELLA REPUBBLICA ITALIANA

PER IL GOVERNO DELLA REPUBBLICA FEDERALE DI NIGERIA

AGREEMENT ON IMMIGRATION MATTERS BETWEEN THE GOVERNMENT OF THE ITALIAN REPUBLIC AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

The Government of the Italian Republic and the Government of the Federal Republic of Nigeria (hereinafter referred to as "the Contracting Parties");

REAFFIRMING their common concern to effectively combat illegal immigration of their citizens to each other's Country;

DESIRING to facilitate the repatriation of persons illegally residing in the territory of one Contracting Party to the other and to treat such persons in a manner which is dignified and guarantees their human rights;

REFERRING to the principles of the Convention on the Status of Refugees on 28th July, 1951 as amended by the Protocol of 31st January, 1967;

HAVE AGREED AS FOLLOWS:

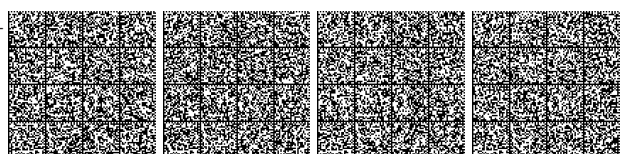
ARTICLE I

Their contracting Parties shall afford each other mutual assistance on immigration matters on the terms set out in this Agreement.

ARTICLE II

The Contracting Parties shall in the implementation of the provisions of this Agreement deal with all immigration matters under their national laws and regulations.

ARTICLE III

1. Each Contracting Party shall upon proof of nationality and on the request of the other Party accept any person who is not eligible to enter or reside in the territory of the State of the Requesting Contracting Party.
2. The requesting Contracting Party shall show proof that the person is a national of the requested Contracting Party.
3. The reason for the request shall be stated in the letter of request.

ARTICLE IV

1. The repatriation procedures shall be followed without the issuance of a travel document if the person concerned is in possession of a national passport or an internationally recognised and current travel document.

2. The Contracting Parties shall exchange a list of such documents.

3. All cases of repatriation of persons hall be co-ordinated by the requesting contracting party in conjunction with the consular representative of the requested Contracting Party.

4. The Requesting Contracting Party shall provide the flight details and particulars of the persons to be repatriated at least five days before the date of repatriation.

ARTICLE V

1. Where nationally recognised documents are not presented, the person to be repatriated shall be identified and issued a travel document as a national of any of the Contracting Parties on the presentation of one of the following documents:

For the Nigerian side:

(a) National Identity Card

(b) Certificate of State of Origin

(c) National Driver's Licence

(d) ECOWAS Travel Document /Certificate issued by Nigerian Authorities.

For the Italian side:

(a) Italian passport

(b) Identity Card for Italian Nationals

(c) Personal ID card issued to Italian civil servants.

2. The issuance of the travel document shall be within two (2) to four (4) working days from the date of receipt of the above-stated documents.

ARTICLE VI

1. In cases where it is not possible to obtain the necessary documents to establish the nationality of the person concerned but evidence exists making it possible to presume nationality, the authorities of the requesting Contracting Party shall request the diplomatic and consular offices of the requested Contracting Party to assist in ascertaining the nationality of the person:

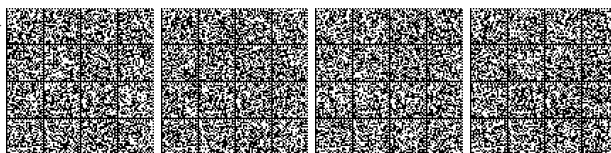
(a) The person shall be interviewed within a period of five (5) days from the date of the receipt of the request.
(b) The interview shall take place where t he person is located and where impracticable, it shall be conducted at any convenient place.
(c) The results of the interview shall be conveyed to the requesting Party within a period of three (3) to five (5) days.
(d) On the positive confirmation of the nationality of the person, a travel document valid for thirty (30) days shall be issued accordingly.

2. Travelling cost incurred by the representative of the Consular Authorities within the territory of the State of Requesting Contracting Party for consular meetings shall be paid by the Requesting Contracting Party.

ARTICLE VII

The Contracting Parties shall provide mutual assistance to each other to enable the identification of persons either as Italian or Nigerian nationals.

ARTICLE VIII

On subsequent receipt of additional evidence to show that the person concerned is not a national of the Requested Contracting Party, the Requesting Contracting Party shall repatriate the person back to its Country within thirty days of the repatriation.

ARTICLE IX

The implementation of the repatriation measures listed above will not prejudice any previously acquired rights.

ARTICLE X

Repatriation carried out in application of this Agreement will not prejudice the possibility of the interested persons to re-enter the territory of the Contracting Party who have applied for re-admission if the same have not been repatriated following adoption of expulsion order.

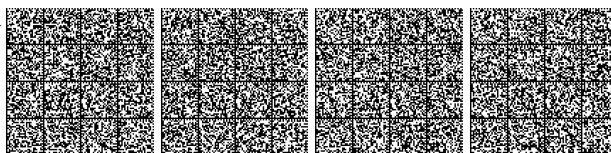
ARTICLE XI

This Agreement shall not affect any rights and obligations which the Contracting Parties may have undertaken under any international agreement, treaty, convention or protocol.

ARTICLE XII

1. The Government of the Italian Republic hereby designates the Ministry of Interior of the Italian Republic and the Government of the Federal Republic of Nigeria hereby designates the Ministry of Internal Affairs of the Federal Republic of Nigeria as the competent authorities for purposes of implementing this Agreement and any other matter thereto.
2. The Contracting Parties shall have the right to designate in writing at any time any other appropriate organisation or Ministry in place of the ones already designated in the proceeding article.

ARTICLE XIII

Any disputes arising from the interpretation or implementation of this Agreement shall be settled through diplomatic channels.

ARTICLE XIV

To assess and ensure the proper implementation of this Agreement, t he Contracting Parties shall meet at the request of either Contracting Party alternately in the two Countries.

2 For the purposes of the implementation of this Agreement, the competent Authorities shall exchange the following documents through diplomatic channels:

(a) List of diplomatic and / or consular personnel present in the territory of the Requesting Party for the issuance of travel documents.

(b) List of airports which can be used for the repatriation of the persons concerned.

(c) Exchange of any other information facilitating communication or the proper implementation of this Agreement.

3. Each contracting Party shall keep confidential any documents, information or data received or otherwise coming into its possession in the process of the implementation of this Agreement and shall not give such documents or copies thereof and such information or data to any other Party without the prior written approval of the other Contracting Party.

ARTICLE XV

With a view to the proper implementation of this Agreement, the Contracting Parties shall enter into an implementation protocol.

ARTICLE XVI

The Government of the Italian Republic hereby undertakes within the limits of its capabilities and resources to assist the Government of the Federal Republic of Nigeria with the following:

(a) Technical assistance on Immigration matters.

(b) Training facilities for Nigerian Immigration and Consular Officers.

(c) Cooperation in the field of control of the HIV/AIDS and other sexually transmitted diseases as part of the process of the resettlement and integration into the society of the persons concerned.

ARTICLE XVII

Any amendment or revision of this Agreement shall be made in writing and shall come into force after approval by both Contracting Parties.

ARTICLE XVIII

The Contracting Parties shall not use undue force, torture, cruel, inhuman or degrading treatment in the implementation of this Agreement.

ARTICLE XIX

This Agreement shall enter into force thirty days after the last letter of notification whereby the Contracting Parties notify each other that their internal constitutional requirements for the entry into force of this Agreement have been complied with.

2. This Agreement may be terminated by either Party serving six (6) months notice to the other Party.

4. At the termination of this Agreement, its provisions and the provisions of any separate protocols, accords or complementary agreements made in that respect shall continue to govern any unexpired and existing obligations assumed or connected thereunder, and any such obligation shall be carried on to completion.

IN WITNESS WHEREOF the undersigned representatives being duly authorised by their respective Governments have signed this Agreement.

Done at ..Roma.................on..12...settembre.......................2000 in two original copies each in the Italian and English languages, both texts being equally authentic. In the event of any dispute regarding interpretations, the English text shall prevail

....

For the Government of the Italian Republic

....

For the Government of the Federal Republic Nigeria

Note No. K. 437/2006

The Ministry of Foreign Affairs of the Federal Republic of Nigeria presents its compliments to the Embassy of Italy and has the honour to refer to the Italian Prime Ministerial Decree (Influx Decree) establishing Annual Employment Quota Regime for immigrants in search of work, particularly from countries having bilateral immigration agreements with Italy.

The Nigerian Government has been informed of allocation of reserved entry quotas for Nigerian workers established in the past, in the following units: 500 units in 2002; 200 units in 2003 and 2000 units in 2004 all of which could not be utilized, due to logistics problem.

The Embassy should kindly, as a matter of urgency, assist to confirm if steps could be taken to utilize past quotas and to provide necessary guidance for utilizing present or future quota allocation. The Embassy's prompt response will be highly appreciated.

Copy of the Instrument of Ratification of the Immigration Agreement between Nigeria and Italy is attached.

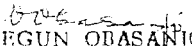
The Ministry of Foreign Affairs of the Federal Republic of Nigeria avails itself of this opportunity to renew to the Embassy of Italy the assurances of its highest consideration.

Abuja, 24th April, 2006

Embassy of Italy
Europe House
21st Crescent, Off Constitution Av.,
Abuja

Federal Republic of Nigeria

INSTRUMENT OF RATIFICATION OF THE AGREEMENT ON IMMIGRATION MATTERS BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA AND THE GOVERNMENT OF THE ITALIAN REPUBLIC

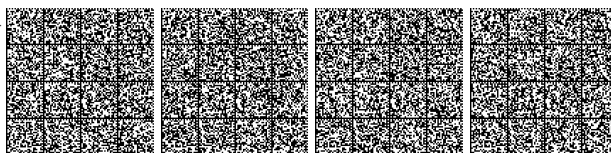
Whereas the Agreement on Immigration Matters between the Government of the Federal Republic of Nigeria and the Government of the Italian Republic was signed on 12th of September, 2000 in Rome, Italy ;

And Whereas the said Agreement is subject to ratification ;

And Whereas the Government of the Federal Republic of Nigeria has, by a decision duly reached in accordance with its constitutional provisions, agreed to ratify the aforesaid Agreement.

Now Therefore, I, OLUSEGUN OBASANJO, President, Commander-in-Chief of the Armed Forces of the Federal Republic of Nigeria, on behalf of the Government of the Federal Republic of Nigeria, do hereby ratify the aforesaid Agreement.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Federal Republic of Nigeria to be affixed to these presents.

Done at Abuja this 30th day of November in the year Two Thousand and Two.

OLUSEGUN OBASANJO, GCFR,
President of the Federal Republic of Nigeria

Ministero degli Affari Esteri

691/P/0064183

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata della Repubblica Federale della Nigeria ed ha l'onore di riferirsi all'Accordo tra il Governo della Repubblica Italiana e il Governo della Repubblica Federale della Nigeria in materia migratoria, firmato a Roma il 12 settembre 2000.

Il Ministero degli Affari Esteri ha l'onore di notificare con la presente, ai sensi dell'articolo XIX dell'atto internazionale sopra citato, che da parte italiana sono state portate a termine le procedure richieste dall'ordinamento interno per l'entrata in vigore dell'Accordo stesso. Poiché il Governo della Repubblica Federale della Nigeria ha già provveduto ad effettuare analoga notifica mediante Nota Verbale del Ministero degli Affari Esteri K-H37/2006 del 24 aprile 2006, l'Accordo entrerà in vigore, conformemente a detto articolo XIX, trenta giorni dopo la ricezione della presente notifica.

Il Ministero degli Affari Esteri, nel restare in attesa di una comunicazione recante la data di ricezione della presente Nota Verbale e la conseguente data di entrata in vigore dell'Accordo, si avvale dell'occasione per rinnovare all'Ambasciata della Repubblica ~~Federale~~ della Nigeria gli atti della sua più alta e distinta considerazione.

Roma, 20.02.2007

MINISTERO DEGLI AFFARI ESTERI

All'Ambasciata della
Repubblica Federale della Nigeria

ROMA

11A09941

ALFONSO ANDRIANI, *redattore*
DELIA CHIARA, *vice redattore*

(WI-GU-2011-SON-172) Roma, 2011 - Istituto Poligrafico e Zecca dello Stato S.p.A. - S.